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### **OPEN SYSTEMC INITIATIVE**

The purpose of the following license agreement (the "Agreement") is to encourage interoperability and development of a C++ modeling language known as "SystemC" for system simulation and design (the "Purpose"). The SystemC software and other items licensed hereunder are licensed, without fee of any kind, for use pursuant to the terms and conditions set forth in this Agreement.

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THE CONTRIBUTORS ARE WILLING TO LICENSE THEIR RESPECTIVE CONTRIBUTIONS TO YOU ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS OF THIS LICENSE AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS LICENSE AGREEMENT, THEN NO RIGHTS ARE GRANTED TO YOU HEREUNDER TO USE ANY CONTRIBUTIONS. NOTWITHSTANDING ANYTHING TO CONTRARY, ANY USE, REPRODUCTION OR DISTRIBUTION OF ANY CONTRIBUTION CONSTITUTES YOUR ACCEPTANCE OF THIS AGREEMENT.

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1.1 "Agreement" means this contract.

1.2 "Code Contribution" means any Contribution in the form of Source Code.

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1.4 "Copyright Agreement" means any LRM and Copyright Contribution Agreement entered into between OSCI and the signatory thereto at any time prior to or after the date hereof.

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1.11 "Distribution" means any distribution, sublicensing or other transfer of a Contribution to any third party.

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1.13 "Marks" means, collectively, the registered and unregistered marks and logos that OSCI has licensed or otherwise authorized Recipient to use. All marks and logos are listed on Exhibit D, which list may be amended from time to time by OSCI to add or delete any marks or logos.

1.14 "Modification" means any additions or deletions to any Contribution.

1.15 "OSCI" means Open SystemC Initiative, a California nonprofit mutual benefit corporation.

1.16 "OSCI Documentation" means the SystemC language reference manual and any other materials assigned to OSCI pursuant to the Copyright Agreement.

1.17 "OSCI Release" means a Contribution or combination of Contributions which is developed or created through the OSCI working group process, and the final work approved for release by a OSCI working group, approved for release by the OSCI steering group and approved for release by the board of directors of OSCI. Examples of OSCI Releases include OSCI libraries and OSCI specifications. OSCI Documentation shall be deemed to be included in the definition of OSCI Release.

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1.19 "Source Code" means human readable text in an electronic form suitable for modification that describe the functions and data structures, including C, C++, and other language modules, plus any associated interface definition files, scripts used to control compilation and installation of a computer program, or a list of source code differential comparisons.

1.20 "User Documentation" means all user guides, user manuals and other similar materials related to any Contribution or an OSCI Release.

1.21 "Website" means OSCI's Internet website located at <http://www.systemc.org>.

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(a) OSCI shall retain all right, title and interest in and to the Marks worldwide, subject to the limited license granted to Recipient in this Section 2.7. OSCI hereby grants Recipient a non-exclusive, royalty-free, limited license to use the Marks solely in connection with its exercise of the rights granted pursuant to this Agreement and to indicate that the products being marketed by Recipient are compatible with, and meet the standards of, OSCI Releases. All uses of the Marks shall be in accordance with OSCI's trademark usage policy set forth in Exhibit D.

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(b) (i) describe such Contribution in reasonable detail on Exhibit B (including the additions or changes such Contributor made to create the Contribution and the date of any such changes or additions), (ii)

completing a Contribution Questionnaire with respect to such Contribution, and (iii) delivering both documents to the Secretary of OSCI. All Contributions made after the date hereof shall be effectuated by Contributor (x) amending Exhibit B and delivering such amended Exhibit B to the Secretary of OSCI, which amended exhibit shall automatically replace the existing Exhibit B, (y) completing a Contribution Questionnaire with respect to such Contribution, and (z) delivering both documents to the Secretary of OSCI;

(c) cause such Contribution to contain a file documenting such Contributor's name and contact information, additions or changes such Contributor made to create the Contribution, and the date of any such changes or additions; and

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## **6. NO WARRANTY**

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ALL CONTRIBUTIONS, OSCI DOCUMENTATION AND OSCI RELEASES ARE PROVIDED EXCLUSIVELY ON AN "AS IS" BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EACH RECIPIENT IS SOLELY RESPONSIBLE FOR DETERMINING THE APPROPRIATENESS OF ITS USE AND DISTRIBUTION OF ANY CONTRIBUTION, OSCI DOCUMENTATION AND OSCI RELEASE AND ASSUMES ALL RISKS ASSOCIATED WITH ITS EXERCISE OF RIGHTS UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE RISKS AND COSTS OF PROGRAM ERRORS, COMPLIANCE WITH APPLICABLE LAWS, DAMAGE TO OR LOSS OF DATA, PROGRAMS OR EQUIPMENT, AND UNAVAILABILITY OR INTERRUPTION OF OPERATIONS. THIS DISCLAIMER OR WARRANTY CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT. NO USE OF ANY CONTRIBUTION, OSCI DOCUMENTATION OR OSCI RELEASE ARE AUTHORIZED HEREUNDER EXCEPT UNDER THIS DISCLAIMER.

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EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NONE OF THE RECIPIENTS, CONTRIBUTORS OR OSCI SHALL HAVE ANY LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS), HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OR DISTRIBUTION OF ANY CONTRIBUTION, OSCI DOCUMENTATION OR OSCI RELEASE OR THE EXERCISE OF ANY RIGHTS GRANTED HEREUNDER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.



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## **10. TERMINATION**

All Recipient's rights under this Agreement shall terminate if Recipient fails to comply with any of the material terms or conditions of this Agreement and does not cure such failure in a reasonable period of time after becoming aware of such noncompliance. If such occurs, Recipient shall cease all use and Distribution of any Contributions of any other Contributor, OSCI Documentation and OSCI Releases based upon the rights granted to Recipient under this Agreement as soon as reasonably practicable. However, Recipient's obligations under this Agreement and any licenses granted by Recipient relating to any Contributions shall survive such termination.

## **11. LICENSE VERSIONS**

OSCI may publish new versions (including revisions) of this Agreement from time to time. Each new version of the Agreement will be given a distinguishing version number. Any Contribution, OSCI Documentation or OSCI Release may always be Distributed subject to the version of the Agreement under which it was received. In addition, after a new version of the Agreement is published, Contributor may elect to Distribute any Contribution, OSCI Documentation or OSCI Release under the new version. No one other than OSCI, acting by a vote of at least seventy five percent (75%) of the members of its Board of Directors, has the right to modify this Agreement; provided that Exhibit B and Exhibit C may be amended as specifically set forth in Section 3.1(b), and Exhibit D may be amended as specifically set forth in Section 1.13.

## **12. ELECTRONIC ACCEPTANCE**

This Agreement may be executed either electronically or on paper. If this Agreement is executed electronically, by clicking on the "Accept" button, Recipient warrants that it agrees to all of the terms of this Agreement, that Recipient is authorized to enter into this Agreement, and that this Agreement is legally binding upon Recipient. If Recipient does not agree to be bound by this Agreement, then Recipient shall click the "Decline"

button and Recipient shall not receive any rights from the Contributors nor shall Recipient download any Contributions, OSCI Documentation or OSCI Releases.

### **13. GENERAL**

This Agreement represents the complete agreement concerning the subject matter hereof and supersedes all prior agreements or representations, oral or written, regarding the subject matter hereof. If any provision of this Agreement is invalid or unenforceable under applicable law, it shall not affect the validity or enforceability of the remainder of the terms of this Agreement, and without further action by the parties hereto, such provision shall be reformed to the minimum extent necessary to make such provision valid and enforceable. This Agreement shall be executed in multiple counterparts (either electronically and/or on paper), each of which shall be deemed to be an original, but all of which shall be one and the same Agreement. A facsimile or other copy of the Agreement shall have the same force and effect as an originally executed copy thereof.

This Agreement is governed by the laws of California, without reference to conflict of laws principles. Each party waives its rights to a jury trial in any resulting litigation. Any litigation relating to this Agreement shall be subject to the jurisdiction of the Federal Courts of the Northern District of California, with venue lying in Santa Clara County, California, or the Santa Clara County Superior Court. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. The provisions of this Agreement shall be construed fairly in accordance with its terms and no rules of construction for or against either party shall be applied in the interpreting this Agreement. Recipient shall not use any Contribution, OSCI Documentation or OSCI Release in violation of local and other applicable laws including, but not limited to, the export control laws of the United States.

***<signature page follows>***

IN WITNESS WHEREOF, duly authorized representatives of the parties have executed and delivered this Agreement as of the later of the dates set forth below.

RECIPIENT:

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

OSCI:

OPEN SYSTEMC INITIATIVE:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT A**

### **List of Contributions as of July 13, 2006**

<b>Number</b>	<b>Contribution</b>
1.	Updated TLM Proposal
2.	TLM Extensions
3.	Abstract titled "Transaction Level Modeling in SystemC"
4.	Code and related material entitled "SCE-API Example - Standard Co-emulation APO v1.8 Spec and Routed Example"
5.	Code and related material entitled "Simplebus v2.2 Example for SystemC v2.0.
6.	Code and related material entitled "SystemC Generic Transaction Level Communication Channel."
7.	Review of TLM API code and related documents.
8.	SystemC Verification Library version 1.0; versions 1.1, 1.2, 2.0, 2.0.1 of the SystemC modeling language as released by OSCI and which are, or were, available for download on the website prior to the agreement; version 2.1 (beta 11) of the SystemC modeling language to be released and made available by OSCI for download on the website.
9.	Code and related material entitled "System Design with SystemC Examples."
10.	Presentation document titled "Towards a SystemC Transaction Level Modeling Standard," dated June 2004; presentation document titled "TLM Extensions," dated April 2004; presentation document titled "Updated TLM Proposal," dated March 29, 2004; abstract titled "Transaction Level Modeling in System C."
11.	Code and related material entitled "MP3 Decoder Example plus Performance Benchmark."
12.	SystemC October 12 Library.
13.	Source code modifications to the SystemC Library embodied in the October 12, 2004 kit (system_2_z_lib.oct_12_2004.tgz).  Source code modifications to the SystemC Regression Test Suite embodied in the October 12, 2004 kit (systemc_2_1_tests.oct_12_2004.tgz).
14.	Synthesizable Subset 1.0.
15.	TLM Contribution (Presentation documents; abstract; code; proposal dated 3/24/04).
16.	Updated version of TLM kit
17.	Code and related material "2.1 Beta Regression Tests"
18.	Code and related material "OSCI SystemC 2.1 Beta"

Number	Contribution
19.	SystemC 2.1
20.	Assorted recommendations for enhancements, bug fixes and improved cross-platform support, including project files for Microsoft Visual C++ versions 6.0 and 7.1 that are contained within the files systemc-2.1.05may05.tgz and systemc_tests-2.105may05.tgz.
21.	Minor modifications incorporated in SystemC 2.1 open source implementation dated July 14, 2005 to permit port to Microsoft VC++ Version 7.
22.	Numerous modifications incorporated in SystemC 2.1 open source implementation dated July 14, 2005.
23.	A collection of interfaces and implementations in SystemC for analysis objects.  A collection of interfaces and implementations in SystemC for configuring components in a design.
24.	Modifications to the most recent version of SCV which allow it to run under the SystemC-2.1v1 kit.
25.	Set of header files intended to be included in the SystemC TLM Modelling library code. The API provides for 1 interfaces: (a) "Atom at once (Variously called BA, PVT, CC) in which a single atom is transported at once.
26.	Modifications included in SystemC 2.2 library labeled "systemc-2.2.04feb06.tgz;"  Modifications included in SystemC 2.2 test suite labeled "systemc_tests-2.2.04feb06.tgz."
27.	Modifications to the SystemC 2.2 library to enable the port to gcc version 4;  Addition of compliance_1666 tests to the SystemC 2.2 regression test suite.
28.	OSCI_TL3_2006_03_01.zip, including any updates of any of the foregoing, and OSCI_SCML_Memory_and_Bitfield_2006_03_01.zip, including any updates of any of the foregoing.
29.	C++/SystemC Code for Mentor's SMI System PVT channel implementation; An example of a protocol specific SystemC PVT channel implementation; Design examples using the above channel models; A white-paper describing the channel implementations.



## **EXHIBIT B**

### **Form of Description of Contributions**

A. **Description of Contributions**

1.

2.

The undersigned hereby makes the Contributions described above pursuant to the term, conditions and limitations of the SystemC License.

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Tel: \_\_\_\_\_

Fax: \_\_\_\_\_

email: \_\_\_\_\_

## **EXHIBIT C**

### **Contribution Questionnaire**

**Contribution Number (see Exhibit B):** \_\_\_\_\_

**Date:** \_\_\_\_\_

1. Is Contributor a member of OSCI?

\_\_\_\_\_  
Yes

\_\_\_\_\_  
No

If Contributor is a member of OSCI, please indicate Contributor's membership status and complete questions 2 or 3 (as applicable):

\_\_\_\_\_  
Corporate Member

\_\_\_\_\_  
Associate Corporate Member

\_\_\_\_\_  
Key Contributor

If Contributor is not a member of OSCI, please skip questions 2 and 3 and go to question 4.

2. If Contributor is a Corporate Member or Associate Corporate Member of OSCI, please indicate the name, title, and contact information for the person making this Contribution on behalf of such Corporate Member or Associate Corporate Member:

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Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

3. If Contributor is a Key Contributor of OSCI, please indicate the name, title, and contact information for the person making this Contribution on behalf of such Key Contributor:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

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Title with such Employer: \_\_\_\_\_

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\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

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Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

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## **EXHIBIT D**

### **Trademark Usage Policy**

#### **I. LIST OF MARKS**

1. Open SystemC
2. Open SystemC Initiative
3. OSCI
4. SystemC
5. SystemC Initiative
6. All logos that incorporate the foregoing word marks

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**No Use as Verbs or as Puns.** The Marks should never be used as verbs or as puns.

#### **III. PROPER ATTRIBUTION**

Trademark ownership is attributed in two ways, with the use of a symbol (<sup>TM</sup>, <sup>SM</sup>, <sup>®</sup>) after the mark and with a legal legend, usually found at the end of a document following the copyright notice. Following are OSCI’s rules for symbols and legends to attribute the Marks:

##### **Symbols:**

###### *Which Symbol Do I Use?*

The Marks generally function as trademarks rather than servicemarks. Unless you are specifically directed otherwise, please use the <sup>®</sup> symbol after the Marks.

###### *Where Do I Place the<sup>®</sup> Symbol?*

The <sup>®</sup> symbol is placed immediately after the mark, either in superscript or subscript.

###### *When Do I Use the Symbol?*

The <sup>®</sup> symbol is to be used after the Marks in the following instances:

*Most Prominent Uses:* A ® symbol is required after prominent uses of the Marks, e.g., in the headlines and large print text of web pages, advertisements, other promotional materials and press releases, except where space limitations or specific style considerations prevent compliance with this requirement.

*First Use in Text:* A ® symbol is required after the first use of each Mark in text, e.g. advertising copy or the body of press releases, even though the symbol may have already appeared in the headline or after another prominent use of the mark in the same document.

*All Logos:* The ® symbol must appear after all logos incorporating the Marks.

#### IV. Legends

All Marks that appear on a web page or in a press release, advertisement or other written material (whether in print or electronic form) must be attributed in an appropriate legend. The legend may be presented in “mouseprint” but must be large enough to be read easily. Legends generally appear at the end of a document or the bottom of a web page but may be placed elsewhere, e.g. the inside cover of documentation.

*The OSCI Legend:* The following legend should be used in all materials in which any of the Marks appear:

[Insert the Marks] are trademarks or registered trademarks of Open SystemC Initiative, Inc. in the United States and other countries and are used with permission.

#### V. MARKS NEVER COMBINED

The Marks should never be combined with the marks of any business other than OSCI. The Marks should always appear visually separate from any other marks appearing in the same materials such that each mark creates a distinct commercial impression. It would, for instance, not be appropriate to superimpose the logo of another business over any OSCI logo.

#### VI. LOGOS

Logos incorporating the Marks can only be used in the format provided to you by OSCI for incorporation into your materials or web pages. The logos provided to you by OSCI cannot be modified in any way without OSCI's prior written approval. Logos copied from OSCI web pages or other materials may not be used. Please contact [support@opensystemc.org](mailto:support@opensystemc.org) to obtain electronic files containing the OSCI logos and to ask any questions regarding the logos.