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SUIF

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lp-solve

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Ip-solve (continued...

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Ip-solve (continued..)

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Ip-solve (continued..)

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Ip-solve (continued..)

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- 1.5 "Contributor's Necessary Patent Claim" means a claim in any patent now or hereafter owned or licensable by Contributor that is directly infringed solely by the portion of an executing computer program translated, compiled or interpreted from and corresponding directly and solely to the Contribution disclosed by Contributor hereunder and the SystemC Kernel Code, except that Contributor's Necessary Patent Claim shall not include any claim directed towards a data structure, method, algorithm, process, technique, circuit representation, or circuit implementation that is not completely and entirely described in the combination of such Contribution and the SystemC Kernel Code.
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- 1.7 "Distribute" means making a Distribution.
- 1.8 "Distribution" means any distribution, sublicensing or other transfer of the Program (with or without Modifications) to any third party.
- 1.9 "Executable" means Original Program (with or without Modifications) compiled into object code form along with only those header files from such Original Program that are strictly necessary to make use of the object code.

SystemC (continued...)

- 1.10 "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.
- 1.11 "Modification" means: (a) any software code which comprises change(s) to the Program including additions and/or deletions; (b) any specifications for the Program; and (c) any reference implementation of the Program.
- 1.12 "Original Program" means the SystemC 1.1 version of the software accompanying this Agreement as released by Synopsys.
- 1.13 "OSCI" means Open SystemC Initiative, a California nonprofit mutual corporation.
- 1.14 "Program" means the Original Program and each other Contribution and combination thereof.
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- 1.16 For legal entities, "Recipient" includes any entity that controls, is controlled by, or is under common control with Recipient. For purposes of this definition, "control" means (a) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (b) ownership of fifty percent (50%) or more of the outstanding shares or beneficial ownership of such entity.
- 1.17 "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 an Executable, or a list of source code differential comparisons against the Original Program.
- 1.18 "SystemC Kernel Code" means the set of compilable source and header files included in the Original Program that are necessary to build the target SystemC library object module, but does not include operating system header files, operating system library elements, documentation, example code, sample code fragments, or other ancillary information.

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SystemC (continued...)

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- (b) Recipient shall assist OSCI to the extent reasonably necessary to protect and maintain the Marks worldwide, including, but not limited to, prompt notice to OSCI of any known or potential infringement of the Marks, and cooperating with OSCI in preparing and executing any documents necessary to register the Marks, or as may be required by the laws or rules of any country or jurisdiction. In its sole discretion, OSCI may commence, prosecute or defend any action or claim concerning the Marks. OSCI shall have the right to control any such litigation, and Recipient shall fully cooperate with OSCI in any such litigation. OSCI shall reimburse Recipient for the reasonable costs associated with providing such assistance,

SystemC (continued...)

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- 3.1 To the extent Recipient wishes to become a Contributor by making a Contribution, such Contributor shall:
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 - (ii) disclose such Contribution at a meeting of any working group of OSCI;
 - (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 OSCI. All Contributions made after the date hereof shall be effectuated by Contributor (x) amending Exhibit B and delivering such amended Exhibit B to OSCI, which amended exhibit shall automatically replace the existing Exhibit B, (y) competing a Contribution Questionnaire with respect to such Contribution, and (z) delivering both documents to OSCI;

SystemC (continued...)

- (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;
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SystemC (continued...)

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SystemC (continued...)

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SystemC (continued...)

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12. ELECTRONIC ACCEPTANCE

Agreement may be executed either electronically or on paper. 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 materials, including the Program.

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.

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