

**SYSTEMC OPEN SOURCE LICENSE
(SOFTWARE DOWNLOAD AND USE LICENSE AGREEMENT VERSION 2.3)**

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OPEN SYSTEMC INITIATIVE

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

LICENSE AGREEMENT

THE CONTRIBUTORS ARE WILLING TO LICENSE THE PROGRAM 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, NO RIGHTS ARE GRANTED TO YOU HEREUNDER TO USE THE PROGRAM. ANY USE, REPRODUCTION OR DISTRIBUTION OF THE PROGRAM CONSTITUTES YOUR ACCEPTANCE OF THIS AGREEMENT.

1. DEFINITIONS.

1.1 "Agreement" means this document.

1.2 "Contribution" means: (a) the Original Program; and (b) all Modifications that Recipient deposits or contributes in accordance with Section 3 in furtherance of the Purpose of this Agreement but does not include any software that has been previously so deposited or contributed.

1.3 "Contribution Questionnaire" means the questionnaire attached hereto as Exhibit C.

1.4 "Contributor" means any Recipient, including Synopsys, Inc. ("Synopsys"), that makes a Contribution pursuant to Section 3. Any Recipient depositing, as part or all of a Contribution, code which has previously been so deposited by another Recipient is not the Contributor of such re-deposited code for the purposes of this Agreement. A list of the Contributors is attached hereto as Exhibit A.

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.

1.6 "Copyright/Trade Secret Rights" means worldwide statutory and common law rights associated solely with (i) works of authorship including copyrights, copyright applications, copyright registrations and "moral rights", and (ii) the protection of trade and industrial secrets and confidential information. Patents are not included in Copyright/Trade Secret Rights.

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.

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 benefit corporation.

1.14 "Program" means the Original Program and each other Contribution and any combination thereof.

1.15 "Recipient" means anyone who receives the Program under this Agreement, including all Contributors.

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.

2. GRANT OF RIGHTS

2.1 Subject to the terms of this Agreement, each Contributor hereby grants Recipient a non-exclusive, worldwide, royalty-free license under Contributor's Copyright/Trade Secrets to do the following:

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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 2.6. 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, the SystemC modeling language. All uses of the Marks shall be in accordance with OSCI's trademark usage policy set forth in Exhibit D.

(b) Recipient shall assist OSCI to the extent reasonably necessary to protect and maintain the Marks worldwide, including, but not limited to, giving 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, except to the extent that such costs result from Recipient's breach of this Section 2.6. Recipient shall not commence any action regarding the Marks without OSCI's prior written consent.

(c) All goodwill with respect to the Marks shall accrue for the sole benefit of OSCI. Recipient shall maintain the quality of any products, associated packaging, collateral and marketing materials on which it uses any of the Marks in a manner consistent with all terms, conditions and requirements set forth in this Section 2.6 and at a level that meets or exceeds Recipient's overall reputation for quality and that is at least commensurate with industry standards.

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3. DESCRIPTION AND DEPOSIT OF CONTRIBUTIONS

3.1 To the extent Recipient wishes to become a Contributor by making a Contribution, such Contributor shall:

(a) (i) deposit such Contribution in Source Code form at <http://www.systemc.org/> according to the Contribution instructions found at such site, or (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) completing a Contribution Questionnaire with respect to such Contribution, and (z) delivering both documents to 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;

(d) cause such Contribution to include in each file a prominent statement substantially similar to the following: "The following code is derived, directly or indirectly, from the SystemC source code Copyright (c) 1996-{date here} by all Contributors. All Rights reserved. The contents of this file are subject to the restrictions and limitations set forth in the SystemC Open Source License Version 2.3 (the "License"). You may not use this file except in compliance with such restrictions and limitations. You may obtain instructions on how to receive a copy of the License at <http://www.systemc.org/>. Software distributed by Contributors under the License is distributed exclusively on an "AS IS" basis, WITHOUT WARRANTY OF ANY KIND, either express or implied. See the License for the specific language governing rights and limitations under the License."; and

(e) cause such Contribution to include a text file titled "LEGAL" which describes any intellectual property rights of which Contributor is aware that it or any third party may hold in the functionality or code of such Contribution.

3.2 OSCI or the administrators of the <http://www.systemc.org/> web site shall have the right to authorize removal from such site any Contribution at any time.

4. REQUIREMENTS OF DISTRIBUTION

4.1 A Recipient may choose to Distribute the Program in object code form under its own license agreement, provided that:

(a) Recipient complies with the terms and conditions of this Agreement; and

(b) the terms and conditions of Recipient's license agreement with its licensees:

i. effectively disclaim on behalf of all Contributors all warranties and conditions, express and implied, including warranties or conditions of title and non-infringement, and implied warranties or conditions of merchantability and fitness for a particular purpose;

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iii. state that any provisions which differ from this Agreement are offered by that Recipient alone and not by any other party; and

iv. state that source code for the Program is available from such Recipient, and inform licensees how to obtain it in a reasonable manner on or through a medium customarily used for software exchange.

4.2 If a Recipient chooses to Distribute the Program in source code form then:

(a) the Program must be Distributed under this Agreement; and

(b) a copy of this Agreement must be included with each copy of the Program.

4.3 Each Recipient must include the following in a conspicuous location in the Program so Distributed or transferred:

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4.4 In addition, each Recipient that creates and Distributes or otherwise transfers a Modification whether or not such Modification has been deposited pursuant to Section 3 must identify the originator of such Modification in a manner that reasonably allows third parties to identify the originator of the Modification.

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A Recipient who Distributes the Program (a "Distributor") may accept certain responsibilities with respect to end users, business partners and the like. While this license is intended to facilitate the commercial use of the Program, a Distributor shall Distribute the Program in a manner which does not create potential liability for Contributors. Therefore each Distributor hereby agrees to defend and indemnify every Contributor ("Indemnified Contributor") against any losses, damages and costs (collectively "Losses") arising from claims, lawsuits and other legal actions brought by a third party against the Indemnified Contributor to the extent caused by the acts or omissions of such Distributor, including but not limited to the terms and conditions under which Distributor offered the Program, in connection with its Distribution of the Program. The obligations in this section do not apply to any claims or Losses relating to any actual or alleged intellectual property infringement of the Program. In order to qualify, an Indemnified Contributor must: (a) promptly notify the Distributor in writing of such claim, and (b) allow the Distributor to control, and cooperate with the Distributor in, the defense and any related settlement negotiations. The Indemnified Contributor may participate in the defense of any such claim at its own expense.

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EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER RECIPIENT NOR ANY CONTRIBUTORS SHALL HAVE ANY LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, 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 THE PROGRAM OR THE EXERCISE OF ANY RIGHTS GRANTED HEREUNDER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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If Recipient is licensing the Program on behalf of any unit or agency of the United States Government, then the Program and any related documentation is commercial computer software, and, pursuant to FAR 12.212 or DFARS 227.7202 and their successors, as applicable, shall be licensed to the Government under the terms and conditions of this Agreement.

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If Recipient institutes patent litigation against any entity (including a cross-claim, counterclaim or declaratory judgment claim in a lawsuit) alleging that the Program itself (excluding combinations of the Program with other software or hardware) infringes such Recipient's patent(s), then the rights granted to Recipient by each Contributor under Section 2.2 shall terminate as of the date such litigation is filed.

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 use and Distribution of the Program 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 the Program 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. The Program 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 the Program under the new version. No one other than OSCI, acting by a vote of at least 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 1.10.

12. ELECTRONIC ACCEPTANCE

This 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.

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 the Program in violation of local and other applicable laws including, but not limited to, the export control laws of the United States.

EXHIBIT A

List of Contributors

1. Synopsys, Inc.
2. Cadence Design Systems, Inc.
3. CoWare, Inc.

EXHIBIT D

Trademark Usage Policy

I. LIST OF MARKS

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

II. PROPER USE OF MARKS

Trademarks and service marks function as adjectives and generally should not be used as nouns or verbs. Accordingly, as often as possible, the Marks should be used as adjectives immediately preceding the generic noun that refers to the service in question. For example:

The SystemC™ software
The SystemC™ LRM

No Possessives or Plurals. Since they are not nouns, the Marks should never be used in the possessive or plural forms. For example, it is not appropriate to write “SystemC’s software.”

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 (™, SM, ®) 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 ™ or ® symbol after the Marks.

Where Do I Place the ® Symbol?

The ™ or ® symbol is placed immediately after the mark, either in superscript or subscript.

When Do I Use the Symbol?

The ™ or ® symbol is to be used after the Marks in the following instances:

Most Prominent Uses: A ™ or ® 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 ™ or ® 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 ™ or ® 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.

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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 to be used. Please contact webmaster@systemc.org to obtain electronic files containing the OSCI logos and to ask any questions regarding the logos.