

**PLEASE READ THIS LICENSE AGREEMENT CAREFULLY
BEFORE CLICKING ON THE "ACCEPT" BUTTON, AS BY
CLICKING ON THE "ACCEPT" BUTTON YOU ACKNOWLEDGE
THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE
BOUND BY THIS LICENSE AGREEMENT AND ALL OF ITS
TERMS AND CONDITIONS.**

[The above paragraph goes on the web page]

**SYSTEMC OPEN SOURCE LICENSE
(SOFTWARE DOWNLOAD AND USE LICENSE AGREEMENT VERSION 2.2)**

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, or
- (b) a Modification that a Recipient deposits at <http://www.systemc.org> in accordance with Section 3 of this Agreement in furtherance of the Purpose of this Agreement but does not include any software that has been previously so deposited.

1.3 "Contributor" means any Recipient, including Synopsys, Inc. ("Synopsys"), that makes a Contribution pursuant to Section 3 of this Agreement. 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.

1.4 "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.

- 1.5 "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.
- 1.6 "Distribute" means making a Distribution.
- 1.7 "Distribution" means any distribution, sublicensing or other transfer of the Program (with or without Modifications) to any third party.
- 1.8 "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.
- 1.9 "Modification" means any software code which comprises:
 - (a) change(s) to the Program including deletions, and/or
 - (b) additions to the Program;
- 1.10 "Original Program" means the SystemC 1.1 version of the software accompanying this Agreement as released by Synopsys.
- 1.11 "Program" means the Original Program and each other Contribution and any combination thereof.
- 1.12 "Recipient" means anyone who receives the Program under this Agreement, including all Contributors.
- 1.13 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.
- 1.14 "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.

- 1.15 “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:
- (a) use, reproduce, prepare derivative works of, publicly display, publicly perform and Distribute in source code and object code form the Contribution of such Contributor and any such derivative works, subject to the terms and conditions of this Agreement including Section 4 hereof; and
 - (b) use the know-how, information and knowledge embedded in the Contribution, without any obligation to keep the foregoing confidential so long as Recipient does not otherwise violate this Agreement.
- 2.2 Contributor grants to each Recipient, a world-wide, royalty-free, non-exclusive license under Contributor’s Necessary Patent Claims to make, use, sell, offer for sale, or import the such Contributor’s Contribution and the Program only to the minimum extent necessary to exercise the rights granted in Section 2.1(a).
- 2.3 Each Contributor represents that to its knowledge it has sufficient rights in its Contribution, if any, to grant the licenses set forth in Sections 2.1 and 2.2 of this Agreement.
- 2.4 Except as expressly stated in Sections 2.1 and 2.2 above, Recipient receives no rights or licenses to the intellectual property of any Contributor under this Agreement, whether expressly, by implication, estoppel or otherwise. All rights in the Program not expressly granted under this Agreement are reserved.
- 2.5 Recipient shall retain its entire right, title, and interest in and to Contributions disclosed by Recipient hereunder, including all Copyrights/Trade Secret Rights and patent rights embodied therein, subject to the underlying rights embodied in the Original Program and further subject to those rights expressly granted in this Agreement. Recipient agrees that Recipient shall not remove or alter any proprietary notices contained in the Contributions licensed to Recipient hereunder and shall reproduce and include such notices on any copies of the Contributions made by Recipient in any media.

- 2.6 RECIPIENT UNDERSTANDS THAT ALTHOUGH EACH CONTRIBUTOR GRANTS THE LICENSES TO ITS CONTRIBUTIONS SET FORTH HEREIN, NO ASSURANCES ARE PROVIDED BY ANY CONTRIBUTOR THAT THE CONTRIBUTION ALONE OR IN COMBINATION WITH THE PROGRAM DOES NOT INFRINGE THE PATENT OR OTHER INTELLECTUAL PROPERTY RIGHTS OF ANY OTHER ENTITY. EACH CONTRIBUTOR DISCLAIMS ANY LIABILITY TO RECIPIENT FOR CLAIMS BROUGHT BY ANY OTHER ENTITY BASED ON INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR OTHERWISE. In addition, as a condition to exercising the rights and licenses granted hereunder, each Recipient hereby assumes sole responsibility to secure any other intellectual property rights needed, if any. For example, if a third party patent license is required to allow Recipient to Distribute the Program, it is Recipient's responsibility to acquire that license before Distributing the Program.

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) deposit such Contribution in Source Code form at <http://www.systemc.org/> according to the Contribution instructions found at such site;
 - (b) cause such deposited 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;
 - (c) cause such deposited 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 2.2(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 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
 - (d) cause such deposited 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 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:
 - 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;
 - ii. effectively exclude on behalf of all Contributors all liability for damages, including, but not limited to, direct, indirect, special, incidental and consequential damages, such as lost profits;
 - 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:

Copyright (c) 1996-{date here}, by all Contributors. All Rights reserved.

- 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 hereof must identify the originator of such Modification in a manner that reasonably allows third parties to identify the originator of the Modification.

5. INDEMNIFICATION

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.

For example, a Recipient might include the Program in a commercial product offering, Product X. That Recipient is then a Distributor. If that Distributor then makes performance claims, or offers warranties, support, or indemnity or any other license terms related to Product X, those performance claims, offers and other terms are such Distributor's responsibility alone. Under this section, the Distributor would have to defend claims against the Contributors related to those performance claims, offers, and other terms, and if a court requires any Contributor to pay any damages as a result, the Distributor must pay those damages.

6. NO WARRANTY

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PROGRAM IS PROVIDED 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 THE PROGRAM 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 LICENSE. NO

USE OF THE PROGRAM OR ANY MODIFICATIONS THERETO ARE AUTHORIZED HEREUNDER EXCEPT UNDER THIS DISCLAIMER.

7. DISCLAIMER OF LIABILITY

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.

8. U.S. GOVERNMENT USE

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.

9. PATENT CLAIMS

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

The Open SystemC Initiative (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.

12. 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.