

# SystemC Open Source License Agreement - Version 2.3

## People :

Author : Accellera Systems Initiative Inc.

## Text :

# SystemC Open Source License

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## Accellera Systems 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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# 1. Definitions

**1.1 “Agreement” means this contract.** 1.2 “Accellera” means Accellera Systems Initiative, a California nonprofit mutual benefit corporation.

1.3 “Accellera Documentation” means the SystemC language reference manual and any other materials assigned to Accellera pursuant to the Copyright Agreement.

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

1.5 “Code Contribution” means any Contribution in the form of Source Code.

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1.7 “Copyright Agreement” means any LRM and Copyright Contribution Agreement entered into between Accellera and the signatory thereto at any time prior to or after the date hereof.

1.8 “Contribution Questionnaire” means the questionnaire attached hereto as Exhibit C.

1.9 “Contributor” means any person or entity that makes a Contribution pursuant to Section 3. For purposes of clarification, any person or entity depositing or contributing, as part or all of a Contribution, a Contribution which has previously been so deposited or contributed is not the Contributor of such re-deposited Contribution for the purposes of this Agreement. A list of all Contributors is available upon written request to Accellera and can also be found on the Website.

1.10 “Contributor’s Necessary Patent Claims” means those claims of all patents owned or licensable by Contributor throughout the world that: (1) Contributor has the right to license (within the scope set forth herein) without the obligation to pay royalties or other consideration to third parties; and (2) are necessarily and directly infringed solely by the portion of a computer program that either implements, or is compiled from, either an unmodified Contribution or an Accellera Release. For clarity, Contributor’s Necessary Patent Claims 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 either in such Contributor’s Contribution or in an Accellera Release. Further, a Contributor’s Necessary Patent Claims shall not include any claim based upon the combination of any Contribution or an Accellera Release with other works of authorship, to the extent that the Contributor’s Necessary Patent Claims are infringed as a result of such combination.

1.11 “Copyright Rights” means worldwide statutory and common law rights associated solely

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1.12 “Derivative” or “Derivative work” means a work based upon one or more preexisting works, such as a translation, condensation, or any other form in which a work may be recast, transformed, or adapted. A work consisting of editorial revisions, annotations, elaborations, or other modifications, which, as a whole, represent an original work of authorship, is a “derivative work”.

1.13 “Distribute” means making a Distribution.

1.14 “Distribution” means any distribution, sublicensing or other transfer of a Contribution to any third party.

1.15 “Documentation” means, collectively, all User Documentation and Accellera Documentation.

1.16 “Marks” means, collectively, the registered and unregistered marks and logos that Accellera 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 Accellera to add or delete any marks or logos.

1.17 “Modification” means any additions or deletions to any Contribution.

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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 Accellera Release.

1.21 “Website” means Accellera’s internet website located at [www.accellera.org](http://www.accellera.org).

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2.4 Each Contributor represents that, to its knowledge, it has sufficient rights in and to each of its Contributions to grant the licenses set forth in Sections 2.1 and 2.3. Accellera represents that, to its knowledge, it has sufficient rights in the Accellera Documentation to grant the license set forth in Section 2.2.

2.5 Except as expressly stated in Sections 2.1, 2.2 and 2.3, Recipient receives no rights or licenses to the intellectual property of any Contributor or Accellera under this Agreement, whether expressly, by implication, estoppel or otherwise. All rights in and to any Contribution not expressly granted under this Agreement are reserved.

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(b) Recipient shall assist Accellera to the extent reasonably necessary to protect and maintain the Marks worldwide, including, but not limited to, giving prompt notice to Accellera of any known or potential infringement of the Marks, and cooperating with Accellera 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, Accellera may commence, prosecute or defend any action or claim concerning the Marks. Accellera shall have the right to control any such litigation, and Recipient shall fully cooperate with Accellera in any such litigation. Accellera 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 2.7. Recipient shall not commence any action regarding the Marks without Accellera's prior written consent.

(c) All goodwill with respect to the Marks shall accrue for the sole benefit of Accellera. 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 2.7 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 at the Website according to the Contribution instructions found at such Website, or (ii) disclose such Contribution at a meeting of any working group of Accellera;

(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 Accellera. 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 Accellera, 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 Accellera;

(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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4.3 Each Recipient must include the following in a conspicuous location in the Code Contribution so Distributed: “Copyright© 1996-[current year 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 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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For example, a Recipient might include a Contribution 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 5, 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.

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EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NONE OF THE RECIPIENTS, CONTRIBUTORS OR ACCELLERA 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, ACCELLERA DOCUMENTATION OR ACCELLERA RELEASE OR THE EXERCISE OF ANY RIGHTS GRANTED HEREUNDER, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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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 any Contribution, Accellera Release or combination of Contributions (excluding combinations of any Contribution with other software or hardware) infringes such Recipient's patent(s), then the rights granted to Recipient by each Contributor under Section 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 all use and Distribution of any Contributions of any other Contributor, Accellera Documentation and Accellera 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

Accellera 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, Accellera Documentation or Accellera 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, Accellera Documentation or Accellera Release under the new version. No one other than Accellera, 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" link, 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" link and Recipient shall not receive any rights from the Contributors nor shall Recipient download any Contributions, Accellera Documentation or Accellera 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, Accellera Documentation or Accellera Release 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 Contributions as of July 13, 2006

#### **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 Modeling 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 suites 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 Descriptions 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 Accellera Systems Initiative?

Yes                       No

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

Corporate Member       Associate Member

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

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

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

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

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

\_\_\_\_\_

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

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

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

3. If Contributor is not a member of Accellera Systems Initiative, then please complete the following:

If the Contributor is a natural person, please indicate the name and address of Contributor's employer and the title of the position held at such employer:

Name of Employer: \_\_\_\_\_

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

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

\_\_\_\_\_

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

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

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

If Contributor is an entity (corporation, limited liability company, partnership), then please indicate the name, title, and contact information for the person making this Contribution on behalf of such Contributor.

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

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

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

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

\_\_\_\_\_

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

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

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

## 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

#### 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 Accellera® 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 Accellera’s rules for symbols and legends to attribute the Marks:

#### **Symbols:**

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

The Marks generally function as trademarks rather than service marks. Unless you are specifically directed otherwise, please use the ® symbol after the Marks.

##### *Where Do I Place the ® Symbol?*

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

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

The ® 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 covers of documentation.

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

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## V. Marks Never Combined

The Marks should never be combined with the marks of any business other than Accellera. 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 Accellera logo.

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### **Chronology :**

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