

MEMBERSHIP AGREEMENT ASSOCIATE CORPORATE MEMBER

This Membership Agreement (this "Agreement") is made and entered into by and between Open SystemC Initiative, a California nonprofit mutual benefit corporation ("OSCI") and the undersigned entity ("Associate Corporate Member"), and is dated as of the later of the dates set forth below.

Recitals

A. The purpose of OSCI is to encourage the interoperability and development of a C++ modeling language known as "SystemC" (the "Purpose").

B. Membership in OSCI is open to any electronics, hardware or software company or any individual with interest in the general area of system-level design.

NOW, THEREFORE, the parties agree as follows:

Agreement

1. Classes of Membership; Purpose of OSCI. OSCI has two (2) distinct classes of voting membership, Corporate Member and Associate Corporate Member, and two classes of non-voting membership, Key Contributor and Affiliate Representative (together, "Members"). No person shall become a Member without the prior approval of the Board of Directors of OSCI (the "Board"). Each Associate Corporate Member shall promote the Purpose of OSCI. As used in this Agreement, the term Associate Corporate Member shall include the Associate Corporate Member together with any parent and majority owned affiliated or subsidiary entities of such Associate Corporate Member, but only for such period of time that such affiliate or subsidiary relationship exists. Any term not specifically defined in this Agreement shall have the meaning as set forth in the bylaws of OSCI ("Bylaws").

2. Benefits of Membership.

A. Each Associate Corporate Member shall have the benefits as set forth in the Bylaws and the OSCI Policies and Procedures Manual issued pursuant to Section 9.5 of the Bylaws (the "Manual") which the Board may update from time to time. The Manual shall be available for inspection by any Associate Corporate Member.

B. Each Associate Corporate Member shall receive the following additional benefits of membership: (i) the right to participate in all meetings of Members; (ii) the right to participate in the development of new and/or the enhancement of existing specifications or standards through participation in one or more Working Groups of OSCI ("Groups"); (iii) the eligibility to become the chairperson of any Group in which the Associate Corporate Member participates and to participate in the development of new and/or the enhancement of existing specifications or standards; (iv) the right to review and comment, before public release, on any specification developed or proposed to be adopted by OSCI; (v) immediate access to the final version of the Open SystemC language reference manual ("LRM"); (vi) immediate access to intermediate or working versions of the LRM that have been released by any Group to the Board; (vii) the right to receive copies of all minutes of the meetings of the Board and all Groups; and (viii) voting rights set forth in the Bylaws.

3. Obligations of Membership. Each Associate Corporate Member shall have the obligations as set forth in the Bylaws and the Manual. Each Associate Corporate Member shall have the following additional obligations.

A. Each Associate Corporate Member shall: (i) pay applicable dues as set from time to time by the Board in accordance with the Bylaws of OSCI and this Agreement; (ii) abide by OSCI policies, procedures and rules established by the Board, including the Antitrust Guidelines attached hereto as Exhibit B; (iii) allow OSCI to utilize any Associate Corporate Member's name and affiliation in public statements describing membership in OSCI; provided, however, that use of an Associate Corporate Member's name for any other purpose must be pre-approved by such Associate Corporate Member; (iv) permit OSCI to file its name with the Antitrust Division of the U.S. Department of Justice and the Federal Trade Commission, in order for OSCI and all Members to receive the protections from antitrust liability under the National Cooperative Research and Production Act of 1993, 15 U.S.C. § 4301 ("NCRPA"); and (v) keep confidential the passwords to the OSCI website among its own employees (or consultants who are subject to non-disclosure agreements) who have need to use the OSCI website and not provide copies of OSCI specifications or documents indicated as OSCI confidential to non-members.

B. Each Associate Corporate Member shall designate one (1) person who shall serve as such Associate Corporate Member's representative. Each Associate Corporate Member may also appoint one (1) or more additional persons who shall be eligible to participate in the working groups.

C. Upon entering into the LRM Contribution Agreement and/or the SystemC Open Source License Agreement in the form provided by the OSCI Board, an Associate Corporate Member may make any contributions of software, technology and/or other intellectual property for possible inclusion into the LRM or otherwise in furtherance of the Purpose.

4. LRM Disclaimer. OSCI PROVIDES THE LRM TO EACH ASSOCIATE MEMBER EXCLUSIVELY ON AN "AS IS" BASIS, WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, QUALITY, PERFORMANCE, OR FITNESS FOR A PARTICULAR PURPOSE. EACH ASSOCIATE CORPORATE MEMBER IS SOLELY RESPONSIBLE FOR DETERMINING THE APPROPRIATENESS OF ITS USE AND IMPLEMENTATION OF THE LRM AND ASSUMES ALL RISKS ASSOCIATED WITH ITS EXERCISE OF RIGHTS UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO THE RISKS AND COSTS OF COMPLIANCE WITH APPLICABLE LAWS, DAMAGE TO OR LOSS OF DATA, PROGRAMS OR EQUIPMENT, AND UNAVAILABILITY OR INTERRUPTION OF OPERATIONS. THIS DISCLAIMER OF WARRANTIES CONSTITUTES AN ESSENTIAL PART OF THIS AGREEMENT.

5. Dues. The current annual dues for Associate Corporate Members are set forth in Exhibit A attached hereto. The Board may modify the annual dues from time to time to take effect immediately with respect to all new Members and any renewals, without prior notice or approval of any Members. OSCI shall not increase dues for any Associate Corporate Member by more than ten percent (10%) in any twelve (12) month period. Full payment of annual dues by the Associate Corporate Member shall be due and payable upon execution of this Agreement, or upon the commencement of any renewal period, and shall entitle such Associate Corporate Member to twelve (12) months of membership in OSCI.

6. Formation of Working Groups.

A. The Board is authorized to create Groups from time to time. During its formation stage, a Group shall develop a scope of activities (the "Plan") and propose a Chairperson.

C. All meetings of all Groups will be open only to Members and any information or disclosures made by any Member in such meetings shall be non-confidential. If any Associate Corporate Member wishes to disclose any information that it considers confidential at any meeting, then such Associate Corporate Member shall first enter into a non-disclosure agreement with the other Members who are present. The form of such non-disclosure agreement is attached hereto as Exhibit C.

7. Governance; Actions of Associate Corporate Members. OSCI has been incorporated as a California non-profit mutual benefit corporation and is governed by the Board. Each Associate Corporate Member agrees not to take any action which such Associate Corporate Member knows would jeopardize, or is likely to jeopardize, the tax-exempt status of OSCI as an entity described in Internal Revenue Code Section 501(c)(6).

8. Termination. Any Associate Corporate Member may terminate its membership in OSCI at any time by notifying OSCI, although no fees collected, or any portion thereof, will be refunded. Upon breach of this Agreement (including non-payment of dues or violation of the Antitrust Guidelines) by any Associate Corporate Member, subject to the requirements set forth in Section 5.1(d) of the Bylaws, OSCI may terminate this Agreement and such Associate Corporate Member's membership in OSCI if, after written notice to such Associate Corporate Member reasonably identifying the breach, the breach remains uncured to the reasonable satisfaction of OSCI after thirty (30) calendar days from receipt of such notice. The termination of this Agreement shall not terminate any other agreements to which OSCI and/or the Associate Corporate Member is a party.

9. Survival. The obligations set forth in Sections 11 and 14 shall survive any expiration or termination of this Agreement.

10. Authorization. Each Associate Corporate Member represents and warrants that the person executing this Agreement is authorized to execute this Agreement on behalf of such Associate Corporate Member. Each Associate Corporate Member understands that this Agreement is a legally binding Agreement that is enforceable against such Associate Corporate Member in accordance with its terms.

11. Indemnification.

A. Each Associate Corporate Member hereby agrees to defend, hold harmless and indemnify OSCI from and against any losses, damages and costs including reasonable attorneys and experts fees and costs (collectively "Losses") arising from claims, lawsuits and other legal actions, other than claims, lawsuits and other legal actions related to intellectual property infringement, brought by any third party against OSCI to the extent such Losses were caused by any action of such Associate Corporate Member (or any employee of such Associate Corporate Member) which such Associate Corporate Member (or employee of such Associate Corporate Member) (i) did not undertake in good faith and in a manner reasonably believed to be in the best interests of OSCI, (ii) knew was a violation of applicable law, or (iii) knew was fraudulent, constituted willful or reckless misconduct, or constituted an intentional breach of this Agreement, the Bylaws, or the Manual.

B. Each Associate Corporate Member's obligations pursuant to Section 11(A) are contingent upon OSCI promptly notifying the Associate Corporate Member in writing of any indemnification claim and providing reasonable assistance to such Associate Corporate Member at such Associate Corporate Member's expense. Further, such Associate Corporate Member shall control

the defense and any related settlement negotiations. OSCI may participate in the defense and any related settlement negotiations at its sole cost and expense.

C. Except with respect to any claim based upon fraud, violations of applicable law, willful or reckless misconduct, or any intentional breach of this Agreement, the Bylaws or the Manual, each Member's total liability for indemnification pursuant to this Section 11 shall not exceed the total amount of membership dues paid by such Member to OSCI.

D. Notwithstanding the provisions of this Section 11, no indemnification of OSCI is required under this Agreement until OSCI has exhausted any rights it has under its directors and officers or other insurance, if any, to recover the damages, expenses and other amounts for which indemnification is sought.

12. Amendment. Except as specifically set forth in Section 5 or this Section 12, this Agreement may only be modified by a written instrument executed by OSCI and the Associate Corporate Member. Further, the form of this Agreement shall not be amended without the approval of at least two-thirds of the voting Members of OSCI, nor shall any person or entity be admitted as a Associate Corporate Member pursuant to any other membership agreement unless such other membership agreement has been approved as set forth in this Section 12. Upon approval of any amendment of the form of this Agreement, OSCI shall circulate the amendment to each Associate Corporate Member. Each Associate Corporate Member shall have sixty (60) calendar days from receipt of such amendment to provide notice that such Associate Corporate Member wishes all of such amendment to apply to such Associate Corporate Member and, in such an event, such amendment shall be effective as to such Associate Corporate Member simultaneously with receipt of notice by OSCI. If any Associate Corporate Member rejects the amendment or does not respond within such sixty (60) calendar day period, then the agreement between such Associate Corporate Member and OSCI shall remain unchanged.

13. Counterparts. This Agreement shall be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which shall be one and the same Agreement.

14. General.

A. 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.

B. 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 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 of this Agreement.

C. The relationship of the parties is that of independent contractors, and nothing contained in this Agreement shall be construed to give either party the power to direct or control the day-to-day activities of the other, or constitute the parties as partners, joint venturers, co-owners or otherwise as participants in a joint undertaking.

D. All notices required to be given pursuant to this Agreement shall be in writing and delivered to the other party or sent by Federal Express overnight, facsimile or email, or by first class mail, postage prepaid. Notice shall be considered given when delivered in person or when deposited in the United States mail via certified mail, return receipt requested, or picked up by Federal Express. Notices shall be addressed to each party at the address set forth on Exhibit A, unless either party gives notice to the other party of a change of address.

<Signature Page Follows>

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

Company Name:	OPEN SYSTEMC INITIATIVE
By:	By:
Name:	Name:
Title:	Title:
Business Unit:	Date:
Date:	

Member is joining OSCI as an Associate Corporate Member

EXHIBIT A
Contact Information and Dues

1. Contact Information:

Please identify below the primary contact for your company for OSCI-related activities.

Name: _____

Company: _____

Business Unit: _____

Email: _____

Telephone #: _____

Fax #:: _____

Address: _____

City, State and Zip Code: _____

Country: _____

By filling out this form, the company confirms its agreement with the following:

A. OSCI may send meeting notices, annual reports, and all other materials to the company's contact by electronic transmission at the email address or facsimile number listed above.

B. OSCI may rely on communications sent by the company's contact to OSCI by electronic transmission from the email address or facsimile number listed above for any purposes, including action by written consent. The company hereby certifies that OSCI may reasonably conclude that the company's representative is the author of communications so sent.

C. This consent shall remain in full force and effect until such time as the company revokes it in writing and so notifies OSCI.

2. Annual Dues:

Associate Corporate Members (Nonprofit Organizations): \$2,000

Associate Corporate Members (For Profit Entities -- including Parent Entities and Majority-Owned Subsidiaries -- with Annual Revenue Less than \$1 Million): \$2,000

Associate Corporate Members (For Profit Entities -- including Parent Entities and Majority-Owned Subsidiaries -- with Annual Revenue Greater than or Equal to \$1 Million but Less than \$2.5 Million): \$5,000

Associate Corporate Members (For Profit Entities -- including Parent Entities and Majority-Owned Subsidiaries -- with Annual Revenue Greater than or equal to \$2.5 Million): \$10,000

EXHIBIT B
Antitrust guidelines

The policy of OSCI is to comply fully with state, federal, and international (to the extent applicable) antitrust law. In order to assure full compliance, the following policies and procedures are to be followed by all Members of OSCI and by all representatives of any Members of OSCI:

1. At any meeting of OSCI, or in any communication between representatives of Members of OSCI involving any business of OSCI, there **shall be no discussion of the following topics or subject:**

- a. Prices (past, present, or future) charged by individual companies for products or services;
- b. Sales or license terms or conditions set by Members (except to the extent that a Member is negotiating with OSCI to contribute or license its technology for inclusion in any OSCI specification);
- c. Changes or proposed changes in prices or license terms or conditions set by any Member to any customer (including any discussions of price stabilization);
- d. Internal methods, procedures, or means to establish prices or license terms;
- e. Discounts, credit terms, minimum purchase commitments, discount schedules or levels, maximum or minimum pricing, or fair profit levels;
- f. Any act, practice, or conduct which could in any way ever be construed as an agreement among members to boycott a particular supplier or customer (i.e., an agreement to refuse to deal with a particular supplier or customer);
- g. Any act, practice, or conduct which could in any way ever be construed to constitute an agreement among members to control, limit or restrict the output or sales of any member or independent research or product development plans; and
- h. Any act, practice, or conduct, which could in any way ever be construed to constitute an agreement to divide territories, markets or customers.

2. All meetings of OSCI (and working groups thereof) shall be pursuant to a written agenda. Minutes shall be taken. Counsel for OSCI will attend such meetings and/or review the meeting agendas and minutes. The conduct of any meeting of OSCI (or any working group thereof) shall be limited to subjects within the proper purpose of OSCI, as approved by the Board of Directors. Members are strongly discouraged from conducting informal sessions preceding or following the formal meeting. However if any such informal sessions do occur, none of the Members shall discuss any of the topics listed in paragraph 1 of this Exhibit B.

EXHIBIT C

Form Non-Disclosure Agreement ("Agreement") – Working Groups

In order to protect certain confidential information disclosed to the undersigned participant in a Working Group ("Recipient"), Recipient and the undersigned disclosing party (the "Discloser") agree that:

1. **Description of Confidential Information:** The following shall be considered "Confidential Information" of the Discloser:

(Note: Be specific)

2. **Use:** The Recipient may use the Confidential Information solely for the purposes of developing Open SystemC specifications as a participant in an OSCI working group (the "Subject Purpose"). The use of Confidential Information in connection with the development of the Language Reference Manual will be governed with the Contribution Agreement.

3. **Confidentiality Period:** The Recipient's duty to hold the Confidential Information in confidence expires _____ year(s) from the date of disclosure hereunder. (Discloser should fill in the blank with a term not to exceed five (5) years).

4. **Obligations of Recipient:** The Recipient shall not, without the prior written approval of the Discloser, disclose the Confidential Information to any person other than OSCI working group participants or consultants who have a reasonable need to know such Confidential Information in connection with the Subject Purpose and who are parties to this Agreement.

5. **Marking:** The Recipient's obligations shall only extend to Confidential Information that is described in section 1 and that (a) is marked in writing as confidential; or (b) if the disclosure is oral, and followed up by a written statement to the Recipients that the disclosure was confidential within twenty (20) working days of the disclosure.

6. **Exclusions:** This agreement imposes no obligation upon Recipient with respect to information that (a) was in Recipient's possession before receipt from Discloser; (b) is or becomes a matter of public knowledge through no breach of this Agreement by Recipient; (c) is rightfully received from a third party provided Recipient complies with any confidentiality restrictions of that party; (d) is independently developed by Recipient; (e) is disclosed under operation of law; or (f) is disclosed by Recipient with Discloser's prior written approval.

7. **Rights:** Recipient acquires no intellectual property rights under this agreement except the limited non-exclusive rights necessary to carry out the Subject Purpose.

8. **General:**

A. This Agreement does not create any agency or partnership relationship.

B. This Agreement imposes no obligation on the Discloser, Recipient, or OSCI to purchase, sell, license, transfer or incorporate in any OSCI specification any technology included in the Confidential Information.

C. The parties shall adhere to all applicable laws, regulations and rules relating to the export of technical data, and the Recipient shall not export or reexport any technical data received from Discloser, or the direct product of such technical data to any

proscribed country listed in such applicable laws, regulations and rules unless properly authorized.

D. In the event of any legal proceeding to enforce the terms of the Agreement, the prevailing party shall be entitled to recover from the other its reasonable attorneys' fees and costs. Recipient acknowledges that injunctive relief shall be available to restrain any violation of the terms hereof in addition to any other legal or equitable relief that may be available by law.

E. Amendments to this Agreement must be made in writing and must be signed by both parties.

F. This Agreement shall be governed by the laws of the State of California.

G. This Agreement may be signed in multiple counterparts, each of which shall be deemed to be an original and all of which shall be considered one and the same agreement.

Recipient:

(Authorized Signature)

(Printed Name)

(Employer) (Title) (Date)

Discloser:

By _____
(Authorized Signature)

(Printed Name)

(Title) (Date)