

**SEVENTH AMENDED AND RESTATED BYLAWS OF**  
**Open SystemC Initiative**  
**A California Nonprofit Mutual Benefit Corporation**

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OPEN SYSTEMC INITIATIVE  
A CALIFORNIA NONPROFIT MUTUAL BENEFIT CORPORATION**

**ARTICLE I**

**NAME OF CORPORATION**

The name of the corporation, a California nonprofit mutual benefit corporation, is Open SystemC Initiative (the “Corporation”).

**ARTICLE II**

**OFFICES**

**2.1 Principal Office.** The principal office for the transaction of the business of the Corporation shall be located in the City of Sunnyvale, California. The Board of Directors of the Corporation (the “Board”) may change the principal office from one location to another, and this section shall be amended accordingly.

**2.2 Other Offices.** The Board may at any time establish branch offices, either within or outside the State of California, in order to advance the proper purposes of the Corporation.

**ARTICLE III**

**OBJECTIVES AND PURPOSES**

The Corporation has been formed under the California Nonprofit Mutual Benefit Corporation Law and it shall be nonprofit and nonpartisan. The Corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes described in its Articles of Incorporation.

The specific purposes of the Corporation include, but are not limited to, the following:

1. To build a rich language and reference implementation, based on C++ class libraries, called “SystemC,” to form a freely available and interoperable platform for system-level design and intellectual property modeling.
2. To encourage availability and adoption of intellectual property, tools and methodologies based on SystemC.
3. To create the mechanisms for the Open SystemC Initiative to become a self-sustaining, self-supporting community.
4. To define interoperability requirements in a manner allowing individual intellectual property and tools providers to show their support of SystemC.

5. To administer periodic updates of the SystemC reference implementation, and requirements for updating compliance, as further contributions become available.
6. To deliver regular, openly available updates, language reference manuals (“LRMs”) and specifications for present and future versions of SystemC for use by the entire design community. This includes defining the scope for the evolution of SystemC, in the form of a roadmap.
7. To build a community of companies and individuals who share this common set of goals.

## **ARTICLE IV**

### **DEDICATION OF ASSETS**

No part of the net earnings, properties, or assets of the Corporation, on dissolution or otherwise, shall inure to the benefit of any private person or individual, or any Director or Officer of the Corporation. On liquidation or dissolution, all properties and assets remaining after payment, or provision for payment, of all debts and liabilities of the Corporation shall be distributed to a nonprofit fund, foundation or corporation which is organized and operated exclusively for public benefit purposes and which has established its exempt status under Section 501(c)(3) or 501(c)(6) of the Internal Revenue Code.

## **ARTICLE V**

### **MEMBERSHIP**

#### **5.1 Qualification.**

(a) **Voting Members.** The Corporation shall have two (2) classes of voting membership, Corporate Members and Associate Corporate Members (together “Members” or “Voting Members”). The membership, voting and other rights, interests and privileges of each Member shall be as set forth herein and in the Member’s Membership Agreement.

(b) **Qualifications.** Organizations and corporations with an interest in the purposes of the Corporation shall be eligible for admission as Members. The categories and criteria for admission of Members shall be as follows:

(i) **Corporate Member:** Any organization or corporation that participates in the community to specifically further the interests of the Corporation and which pays the associated fees, as established from time to time by the Board, shall be eligible to be admitted as a Corporate Member.

(ii) **Associate Corporate Member:** Any organization or corporation that participates in the community to specifically further the interests of the Corporation and which pays the associated fees, as established from time to time by the Board, shall be eligible to be admitted as an Associate Corporate Member.

(c) **Admissions Process.** Potential Members shall apply to the Board for approval of admission. Upon execution of the Membership Agreement and payment of applicable dues, an eligible applicant for Member status shall be admitted as a Member of the Corporation. Once admitted, a Member shall continue as such until it resigns or is terminated pursuant to Section 5.1(d).

(d) **Suspension, Expulsion or Termination.** The Board shall automatically and without notice terminate the membership of any Member who has not paid the annual membership fee before the 60<sup>th</sup> calendar day after such payment is due. In addition, the Board may adopt additional rules governing suspension, expulsion and termination of Members. Subject to the procedures set forth in this subsection (d), a Member shall be expelled if the Board determines that the Member has failed in a serious degree to observe the Corporation's Bylaws, policies and procedures, or has breached any written agreement with the Corporation (including the Membership, License, and Contribution Agreements) or has engaged in any conduct that is materially and seriously prejudicial to the Corporation's purposes and interests. The procedure to be followed in the event of an event that would trigger expulsion or termination shall (i) be set forth in writing and provided annually to the Members, (ii) provide at least thirty (30) calendar days notice prior to the expulsion, suspension or termination, which notice shall include the reason for the action, and (iii) provide the Member an opportunity to contest the action. The Corporation may not suspend, terminate or expel a Member except in compliance with the provisions of the California Nonprofit Mutual Benefit Corporation Law.

**5.2 Fees, Dues, and Assessments.** Each Member shall pay annual dues to the Corporation, in such amount as shall be established annually by the Board.

**5.3 Resignation.** A Member may resign its membership by delivering a letter of resignation to the President or to the Executive Director of the Corporation. In the event that a Member resigns effective as of any date other than the last day of the Corporation's fiscal year, such Member shall not be entitled to a refund of dues, or any part thereof, for the year in which such resignation occurs.

**5.4 Nontransferability.** No Member may transfer a membership or any right arising therefrom. In the event of a merger, reorganization or other significant corporate transaction in which a Member is not the surviving corporate entity, the surviving organization shall succeed to its predecessor's membership, provided that the successor executes the Membership Agreement, and the License and Contribution Agreements, if applicable to the predecessor.

**5.5 Designation of Representative.** Upon admission to the membership of the Corporation, a Member shall designate an individual who shall represent the Member in all transactions with the Corporation (the "Representative"), and shall provide the address of such Representative for purposes of giving notice to the Member; provided, however that a Member may designate an unlimited number of individuals for the limited purpose of participating in the working groups. In all other respects, each Member shall have a single Representative. In the absence of notice of a Representative's address, the address provided for the Member shall be used. A Member's Representative may be replaced by the Member at any time, and such replacement shall be effective upon receipt by the Secretary of the Corporation of written notice from the president of the Member, or any other authorized officer or employee of the Member,

naming the successor Representative. References in these Bylaws to any action to be taken by, or notice to be made to, a Member shall be deemed to refer to the Member's Representative. One individual person may serve as Representative for more than one Member, and may be admitted as a Key Contributor in his or her individual capacity, and at the same time serve as a Representative.

**5.6 Non-Voting Members.** The Corporation shall have non-voting members as set forth in these Bylaws and as determined by the Board.

(a) **Key Contributors.** An individual who, by merit of his or her technical or other contribution, furthers the interests of the Corporation shall be eligible to be admitted by the Board as a Key Contributor. Key Contributors shall be non-voting members of the Corporation and shall have all of the rights of Members under these Bylaws except the right to vote. Key Contributors shall not be considered "members" under the Nonprofit Mutual Benefit Corporation Law. Key Contributors shall be admitted for one (1) year terms only, and all Key Contributor memberships shall automatically expire at the end of the Corporation's fiscal year. The Board may re-admit Key Contributors for any number of consecutive membership terms.

(b) **Other Non-Voting Members.** Other individuals and organizations may be admitted to membership as a non-voting member having such titles, terms and conditions established by the Board, provided, however, that any conditions applicable to non-voting members shall be applied in a manner that does not illegally exclude a non-voting member from participation and access to activities of the Corporation. Such members (i) shall have no voting rights, (ii) shall pay annual dues, if any, in such amount as shall be established annually by the Board, (iii) may (but are not obligated to) attend regular Members' meetings, and (iv) may attend special meetings of Members only upon invitation of the Board. The term "Member" as used in these Bylaws does not include non-voting members, and non-voting members shall not be considered "members" under the California Nonprofit Mutual Benefit Corporation Law.

## ARTICLE VI

### MEETINGS OF MEMBERS

**6.1 Place of Meeting.** Meetings of the Members shall be held at any place within or without the State of California designated by the Board. In the absence of such designation, Members' meetings shall be held at the principal office of the Corporation.

**6.2 Annual Meetings.** An annual meeting of Members shall be held on a date and time to be set in advance by the Board.

**6.3 Special Meetings.**

(a) **Authorized Persons Who May Call.** A special meeting of the Members may be called at any time by any of the following: the Board, the President, or five percent (5%) or more of all Members.

(b) **Calling Meetings by Members.** If a special meeting is called by Members, the request shall be submitted by such Members in writing, specifying the general

nature of the business proposed to be transacted, and shall be delivered personally or sent by registered mail or by electronic transmission to the President or the Secretary of the Corporation. The Officer receiving the request shall cause notice to be given promptly to the Members entitled to vote, in accordance with the provisions of Section 6.4, that a meeting will be held, and the date for such meeting, which date shall be not less than thirty-five (35) nor more than ninety (90) calendar days following the receipt of the request. If said notice is not given within twenty (20) calendar days after receipt of the request, the Members requesting the meeting may give the notice in accordance with Section 6.4. Nothing contained in this Section 6.3(b) shall be construed as limiting, fixing, or affecting the time when a meeting of Members may be held when the meeting is called by action of the Board.

#### **6.4 Notice of Members' Meetings.**

(a) **General Notice Contents.** All notices of meetings of Members shall be sent or otherwise given in accordance with Section 6.4(c) not less than ten (10) nor more than ninety (90) calendar days before the date of the meeting. The notice shall specify the place, date, and hour of the meeting and (i) in the case of a special meeting, the general nature of the business to be transacted (and no other business may be transacted), or (ii) in the case of the annual meeting, those matters which the Board, at the time of giving the notice, intend to present for action by the Members. The notice of any meeting at which Directors are to be elected shall include the names of all nominees as of the time the notice is given.

(b) **Notice of Certain Agenda Items.** If action is proposed to be taken at any meeting for approval of any of the following proposals, the notice shall also state the general nature of the proposal. Member action on such items is invalid unless the notice or written waiver of notice states the general nature of the proposal(s):

- (i) Removing a Director without cause;
- (ii) Filling vacancies on the Board by the Members;
- (iii) Amending the Articles of Incorporation;
- (iv) Approving a contract or transaction in which an Officer or Director has a material financial interest; or
- (v) Approving a plan of liquidation and dissolution.

(c) **Manner of Giving Notice.** Notice of any meeting of Members shall be given either personally or by first-class mail, electronic transmission or other written communication, charges prepaid, addressed to each Member either at the address of that Member appearing on the books of the Corporation or the address given by the Member to the Corporation for the purpose of notice. If no address appears on the Corporation's books and no address has been so given, notice shall be deemed to have been given if either (i) notice is sent to that Member by first-class mail or electronic transmission to the Corporation's principal executive office, or (ii) notice is published at least once in a newspaper of general circulation in the county where that office is located. Notice shall be deemed to have been given at the time when delivered personally or deposited in the mail or sent by electronic transmission.

(d) **Affidavit of Mailing Notice.** An affidavit of the mailing or other means of giving any notice of any Members' meeting may be executed by the Secretary or any transfer agent of the Corporation, and if so executed, shall be filed and maintained in the minute book of the Corporation.

## **6.5 Quorum.**

(a) **Percentage Required.** One-third of the Members shall constitute a quorum for the transaction of business at a meeting of the Members.

(b) **Loss of Quorum.** The Members present at a duly called or duly held meeting at which a quorum is present may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, if any action taken (other than adjournment) is approved by at least a majority of the Members required to constitute a quorum.

**6.6 Adjourned Meeting.** Any Members' meeting, annual or special, whether or not a quorum is present, may be adjourned from time to time by the vote of the majority of the Members represented at the meeting, either in person or by proxy; but in the absence of a quorum, no other business may be transacted at that meeting, except as provided in this Article.

## **6.7 Voting.**

(a) **Eligibility to Vote.** Persons entitled to vote at any meeting of Members shall be Members as of the date determined in accordance with Section 6.10, subject to the provisions of the California Nonprofit Mutual Benefit Corporation Law.

(b) **Manner of Casting Votes.** Voting may be by voice or ballot, which ballot may be distributed on paper or by electronic transmission; provided, however, that any election of Directors must be by ballot if demanded by any Member before the voting begins.

(c) **Only Majority of Members Represented at Meeting Required, Unless Otherwise Specified.** If a quorum is present, the affirmative vote of the majority of the Members represented at the meeting entitled to vote and voting on any matter (other than the election of Directors) shall be the act of the Members, unless the vote of a greater number is required by the California Nonprofit Mutual Benefit Corporation Law.

## **6.8 Waiver of Notice or Consent by Absent Members.**

(a) **Written Waiver or Consent.** The transaction of any meeting of Members, either annual or special, however called or noticed, and wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy, and if, either before or after the meeting, each person entitled to vote who was not present in person or by proxy, signs a written waiver of notice or a consent to a holding of the meeting or an approval of the minutes. The waiver of notice or consent need not specify either the business to be transacted or the purpose of any annual or special meeting of Members, except that if action is taken or proposed to be taken for approval of any of those matters specified in Section 6.4(b), the waiver of notice or consent shall state the general nature

of the proposal. All such waivers, consents, or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

(b) **Waiver by Attendance.** Attendance by a Member at a meeting shall constitute a waiver of notice of that meeting, except when the Member objects at the beginning of the meeting to the transaction of any business due to the inadequacy or illegality of the notice. Attendance at a meeting is not a waiver of any right to object to the consideration of matters not included in the notice of the meeting (if notice of such matters is otherwise required), if that objection is expressly made at the meeting.

#### **6.9 Action by Written Consent Without a Meeting.**

(a) **General.** Any action that may be taken at any annual or special meeting of Members may be taken without a meeting and without prior notice upon compliance with the provisions of this Section.

(b) **Solicitation of Written Ballots.** The Corporation shall distribute one written ballot to each Member entitled to vote; such ballots shall be mailed or delivered in the manner required by Section 6.4 for giving notice of special meetings. Solicitations of votes by ballot shall: (1) indicate the number of responses needed to meet the quorum requirement; (2) state the percentage of approvals necessary to pass the measure(s); and (3) specify the time by which the ballot must be received in order to be counted. Each ballot so distributed shall: (i) set forth the proposed action; and (ii) provide the Members an opportunity to specify approval or disapproval of each proposal, if more than one proposal is set forth.

(c) **Quorum; Majority.** Approval by written ballot pursuant to this Section 6.9 shall be valid only when the number of votes cast by ballot within the time specified equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the proposal at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. For example, if there are twenty (20) Members, the quorum is one-third, and approval of a majority is required for the action which is the subject of the ballot, then at least seven (7) Members must return their ballot within the time period, and at least four (4) must vote approval. If only six (6) members returned a ballot, even if all six (6) were in favor of the proposal, the proposal would not pass because the quorum requirement is not met.

(d) **Revocation.** No written ballot may be revoked after delivery to the Corporation or deposit in the mails, whichever first occurs.

(e) **Filing.** All such written ballots shall be filed with the Secretary of the Corporation and maintained in the corporate records.

#### **6.10 Record Date for Member Notice, Voting and Consents, and Other Action.**

(a) **To be Determined by Board.** For the purposes of determining which Members are entitled to receive notice of any Member meeting, or are entitled to vote at a Member meeting, to give consent to corporate action without a meeting, or to take other lawful action, the Board may fix, in advance, a “record date”, which shall not be more than ninety (90)

nor less than ten (10) calendar days before the date of any such meeting, nor more than sixty (60) calendar days before any such action without a meeting. Only Members of record on the date so fixed are entitled to notice, to vote, to give consents, or take other lawful action, as the case may be.

(b) **Failure of Board to Determine Date.**

(i) **Record Date for Notices of Meeting.** If the Board does not fix in advance the record date for the purpose of determining the Members entitled to notice of any meeting of Members, then the Members entitled to notice of a meeting are those who are Members at the close of business on the business day preceding the day notice is given, or, if notice is waived, at the close of business on the business day preceding the day on which the meeting is held. For example, if notice is given on Monday of a Member meeting to be held on Wednesday, then the record date for providing such notice is the preceding Friday. In this example, if the Members waive notice, the record date is Tuesday. A determination of Members entitled to notice of a meeting of Members shall apply to any adjournment of the meeting unless the Board fixes a new record date for the adjourned meeting.

(ii) **Record Date for Voting at a Member Meeting.** If the Board does not fix in advance the record date for the purpose of determining the Members entitled to vote at a meeting of the Members, then the Members entitled to vote at a meeting are those who are Members on the day of the meeting who are otherwise eligible to vote or, in the case of an adjourned meeting, are members on the day of the adjourned meeting who are otherwise eligible to vote.

(iii) **Record Date for Written Consent to Action Without Meeting.** If the Board does not fix the record date for determining the Members entitled to consent by written ballot to Board action in lieu of a meeting, when the Board has not taken prior action on the subject of the ballot, then the Members entitled to cast votes by written ballot are those who are Members on the day the first written ballot is mailed or solicited and who are otherwise eligible to vote .

(iv) **Record Date for Other Actions.** If the Board does not fix the record date for determining the Members entitled to exercise any rights in respect of any other lawful action, then the Members entitled to exercise any rights in respect of any other lawful action are those who are Members on the day the Board adopts the resolution relating thereto, or the 60th calendar day prior to the date of such other action, whichever is later.

(v) **“Record Date” Means as of the Close of Business.** For purposes of this paragraph (b), a person holding membership as of the close of business on the record date shall be deemed the Member of record.

**6.11 Proxies.**

(a) **Rights of Members.** Every Member entitled to vote shall have the right to do so either by its Representative or by one or more agents authorized by a written proxy, signed by the Representative and filed with the Secretary of the Corporation. A proxy shall be deemed signed if the names of the Member and the Representative are placed on the proxy

(whether by manual signature, typewriting, electronic transmission, or otherwise) by the Representative.

(b) **Revocability.** A validly executed proxy shall continue in full force and effect unless revoked by (i) the Representative executing it (or, in the event that a successor Representative has been appointed by the Member, by the successor Representative), before the vote cast pursuant to that proxy, by a writing delivered to the Corporation stating that the proxy is revoked by a subsequent proxy executed by such Representative (or successor Representative, as the case may be), or (ii) by personal attendance and voting at a meeting by such Representative (or the successor Representative); provided, however, that no proxy shall be valid after the expiration of eleven (11) months from the date of the proxy, unless otherwise provided in the proxy; and, provided, further, that the maximum term of any proxy shall be three (3) years from the date of execution. No proxy may be irrevocable.

(c) **Form of Solicited Proxies.** In any election of Directors, any form of proxy that is marked by a Member “withhold,” or otherwise marked in a manner indicating that the authority to vote for the election of Directors is withheld, shall not be voted either for or against the election of a Director. Failure to comply with this paragraph shall not invalidate any corporate election, but may be the basis for challenging the proxy at a meeting or by written ballot.

**6.12 Voting Rights.** Each Voting Member shall be entitled to cast one vote on any matter submitted to a vote of the Members.

## ARTICLE VII

### ELECTION OF DIRECTORS

#### 7.1 **Nominations and Solicitations for Votes.**

(a) **Nominations by Members.** Members may nominate candidates for Directorships from among the Corporate Member Representatives at any time before the sixtieth (60<sup>th</sup>) calendar day preceding the election. On timely receipt of a petition signed by the nominating Member or Members, the Secretary shall cause the names of the candidates named on it to be placed on the ballot.

(b) **Nominations From the Floor.** If there is a meeting to elect Directors, any Member present at the meeting in person or by proxy (if proxies are permitted) may nominate a candidate or candidates for Directorships from among the Corporate Member Representatives.

(c) **Solicitation of Votes.** If more people are nominated for Directorships than can be elected, the election shall take place by means of a procedure that allows all nominees a reasonable opportunity to solicit votes and all Members a reasonable opportunity to choose among nominees. If after the close of nominations the number of people nominated for Directorships is not more than the number of Directors to be elected, the Corporation may without further action declare that those nominated and qualified to be elected have been elected.

(d) **Use of Corporate Funds to Support Nominee.** Without authorization of the Board, no corporate funds may be expended to support a nominee for Director if there are more people nominated for Director than can be elected.

**7.2 Vote Required to Elect Director.** Each Member may vote for as many candidates for Director as there are Directors to be elected. Cumulative voting shall not be permitted. Candidates receiving the highest number of votes shall be elected as Directors.

## ARTICLE VIII

### DIRECTORS

#### **8.1 Powers.**

(a) **General Corporate Powers.** Subject to the provisions of the California Nonprofit Mutual Benefit Corporation Law and any limitations in the Articles of Incorporation and these Bylaws relating to action required to be approved by the Members, the business and affairs of the Corporation shall be managed, and all corporate powers shall be exercised by or under the direction of the Board.

(b) **Specific Powers.** Without prejudice to their general powers, the Directors shall have the power to:

(i) Select and remove the Officers of the Corporation; prescribe any powers and duties for them that are consistent with the law, with the Articles of Incorporation, and with these Bylaws; and fix their compensation, if any.

(ii) Change the principal executive office or the principal business office in the State of California from one location to another; cause the Corporation to be qualified to do business in any other state, territory, dependency, or country, and conduct business within or outside the State of California; and designate any place within or outside the State of California for the holding of any meeting.

(iii) Adopt, make, and use a corporate seal and alter the form of the seal.

(iv) Borrow money and incur indebtedness on behalf of the Corporation and cause to be executed and delivered for the Corporation's purposes, in the Corporate name, promissory notes, bonds, debentures, deed of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities.

**8.2 Number of Directors.** The authorized number of Directors shall be not less than nine (9) and not more than fifteen (15) persons. The exact number of Directors shall be fixed, within those limits, by a resolution adopted by the Board.

### **8.3 Election and Term of Office of Directors.**

(a) Directors shall be elected at the Corporation's annual meeting of Members. Directors shall serve two-year terms, staggered so that not more than 50% plus one of the Director seats are open for election in each year.

(b) The Chair of the Board shall be elected annually by a majority vote of the Directors, including the newly elected Directors.

**8.4 Qualifications of Board Members.** Any Representative of a Corporate Member, as described in Section 5.1(b)(i), who is eighteen (18) years of age or older may be nominated and elected to serve as a Director. Directors need not be residents of the State of California.

### **8.5 Vacancies.**

(a) **Events Causing Vacancy.** A vacancy on the Board shall be deemed to exist at the occurrence of any of the following:

(i) The death, resignation, or removal of any Director.

(ii) The declaration by resolution of the Board of a vacancy in the office of a Director who has been declared of unsound mind by an order of the court or convicted of a felony or has been found by final order or judgment of any court to have breached a duty under Corporations Code Section 7231 and following of the California Nonprofit Mutual Benefit Corporation Law.

(iii) The failure of the Members, at any meeting of the Members at which any Director is to be elected, to elect the Director to be elected at such meeting.

(iv) The increase of the authorized number of Directors.

(b) **Resignation.** Except as provided in this paragraph, any Director may resign, which resignation shall be effective on giving written notice to the Chair of the Board, the President, or the Secretary, unless the notice specifies a later time for the resignation to become effective. No Director may resign when the Corporation would then be left without a duly elected Director or Directors in charge of its affairs.

### (c) **Removal.**

(i) Any Director may be removed, with or without cause, by the vote of the majority of the Members at a special Members' meeting called for that purpose, or at any regular meeting, provided notice of that meeting and of the removal question is given as provided in Section 6.4. Any vacancy caused by the removal of a Director shall be filled as provided in Article VII.

(ii) Any Director who is terminated or resigns from his employment (with or without cause) with the Corporate Member for whom he or she serves as Representative

shall automatically be removed as a Director of the Corporation on the effective date of such termination or removal.

(iii) If any Corporate Member fails to pay its dues within sixty (60) calendar days of the due date, then the Representative of such Corporate Member serving on the Board at that time (if any) shall automatically be removed as a Director of the Corporation on the sixtieth (60<sup>th</sup>) calendar day after such due date.

(iv) The following provisions are intended to deal with a situation when a Director does not attend meetings, and a quorum cannot be constituted over an extended period of time because of an insufficient number of attending Directors. Any Director who does not attend three successive Board meetings will automatically be removed from the Board unless:

(A) The Director requests a leave of absence for a limited period of time, and the leave is approved by the Directors at a regular or special meeting. If such a leave is granted, the number of Board members will be reduced by one in determining whether a quorum is or is not present; or

(B) The Director suffers from an illness or disability which prevents him or her from attending meetings and the Board by resolution waives the automatic removal procedure of this subsection (ii).

(d) **Filling of Vacancies.** Any vacancy created between Annual Meetings of the Members shall be filled by the vote of a majority of the Directors then in office for a term to expire at the next Annual Meeting of the Members. All vacancies as of the date of each Annual Meeting of the Members shall be filled by the Members in accordance with Article VII.

**8.6 Place of Meeting; Meeting by Telephone.** Regular meetings of the Board may be held at any place within or outside the State of California, as designated from time to time by resolution of the Board. In the absence of such designation, regular meetings shall be held at the principal office of the Corporation. Special meetings of the Board may be held at any place within or outside of the State of California, as designated in the notice of meeting or, if not stated in the notice or if there is no notice, at the principal office of the Corporation. Notwithstanding the above provisions of this Section 8.6, a regular or special meeting of the Board may be held at any place consented to in writing by all Directors, either before or after the meeting. If consents are given, they shall be filed with the minutes of the meeting. Any meeting, regular or special, may be held by conference telephone or similar communication equipment, so long as all Directors participating in the meeting can hear one another, and all such Directors shall be deemed to be present in person at such meeting.

**8.7 Annual Meetings.** The Board shall hold an annual meeting immediately following the annual meeting of Members for purposes of electing Officers, designating committees, and transacting regular business. Each newly elected Director shall waive notice of such annual meeting as provided in Section 8.8(c).

**8.8 Special Meetings.**

(a) **Authority to Call.** Special meetings of the Board for any purpose may be called at any time by the Chair of the Board, the President, or any two Directors.

(b) **Notice.** Notice of any special meeting of the Board shall be given to all Directors either by first-class mail at least four days in advance or by notice delivered personally or by electronic transmission at least forty-eight (48) hours in advance except that such notice may be waived by any Director as set forth in paragraph (c) below.

(c) **Waiver of Notice.** The transactions of any meeting of the Board, however called and noticed and wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting, each of the Directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. All waivers, consents, and approvals shall be filed with the Corporation records or made a part of the minutes of the meeting. Notice of a meeting shall also be deemed given to any Director who attends the meeting without protesting before or at its commencement about lack of adequate notice.

**8.9 Quorum.** A majority of the Board shall constitute a quorum for the transaction of business, except to adjourn as provided in Section 8.10. Every act or decision done or made by a majority of the Directors present at a meeting held at which a quorum is present shall be regarded as the act of the Board, subject to the provisions of the California Nonprofit Mutual Benefit Corporation Law. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of any Director, if any action taken is approved by at least a majority of the quorum required for meeting.

**8.10 Adjournment.** A majority of the Directors present, whether or not constituting a quorum, may adjourn any meeting to another time and place.

**8.11 Notice of Adjournment.** Notice of the time and place of holding an adjourned meeting need not be given, unless the meeting is adjourned for more than twenty four (24) hours, in which case notice of the time and place shall be given before the time of the adjourned meeting to the Directors who were not present at the time of the adjournment. Such notice may be waived in the same manner as set forth under Section 8.8(c).

**8.12 Action Without Meeting.** Any action required or permitted to be taken by the Board may be taken without a meeting if all members of the Board, individually or collectively, consent in writing to that action. Such action by written consent shall have the same force and effect as a unanimous vote of the Board. Such written consent or consents shall be filed with the minutes of the proceedings of the Board.

## ARTICLE IX

### COMMITTEES

**9.1 Committees of Directors.** The Board may, by resolution adopted by a majority of the Directors then in office, designate one or more committees, each consisting of two or more

Directors and no one who is not a Director, to serve at the pleasure of the Board. Any committee, to the extent provided in the resolution of the Board, shall have all or a portion of the authority of the Board, except that no committee, regardless of the Board resolution, may:

- (a) Fill vacancies on the Board or on any committee;
- (b) Amend or repeal the Articles of Incorporation or Bylaws or adopt new Bylaws;
- (c) Amend or repeal any resolution of the Board;
- (d) Designate any other committees of the Board or appoint the members of any committee;
- (e) Approve any transaction (i) to which the Corporation is a party and as to which one or more Directors has a material financial interest; or (ii) between the Corporation and one or more of its Directors or between the Corporation and any corporation or firm in which one or more of its Directors has a material financial interest;
- (f) Make key decisions about the technical direction and development of SystemC, the appointment and responsibilities of Working Groups, decisions about interoperability, acceptance of modifications, and compliance and termination of license rights.

**9.2 The Promotions Groups.** The Corporation shall have a Promotions Groups to oversee the promotional activities of the Corporation. Each Corporate Member shall have the right to designate one individual to serve on the Promotions Group, which individual may be a Director. The Promotions Group may designate one (1) or more promotions subgroups and appoint the participants in any such subgroup from the individuals serving on the Promotions Group.

**9.3 The Working Groups.** The Board may establish or terminate working groups and/or any technical advisory groups, as advisory committees only, from time to time, to explore key focus topics. Working groups, including a technical advisory group, if any, shall nominate their own chairs, subject to appointment by the Board. The Board may remove and replace any working group chair at any time. Members may participate in any number of working groups, and Corporate Members and Associate Corporate Members may be represented by one or more individuals in any number of working groups.

**9.4 Policies and Procedures.** Policies and procedures for the Corporation and the working groups shall be established by the Board, provided that such policies and procedures shall comply with all applicable laws, and shall not operate illegally to exclude participation by Members and non-voting members.

**9.5 Meeting and Action of Committees.** The Board may adopt rules for any committee not inconsistent with the provisions of these Bylaws.

## ARTICLE X

### OFFICERS

**10.1 Officers.** The Corporation shall have the following Officers: Chair of the Board, President, Executive Director, Secretary, and Treasurer, and such other Officers as the Board may designate by resolution and appoint pursuant to Section 10.3. Officers need not be Directors. One person may hold two or more offices, except those of President and Secretary, and President and Treasurer.

**10.2 Election of Officers.** Each Officer of the Corporation, except those appointed in accordance with the provisions of Section 10.3, shall be chosen by the Board. Each Officer appointed pursuant to this Section 10.2 shall serve at the pleasure of the Board, subject to the rights, if any, of any Officer under a contract of employment.

**10.3 Subordinate Officers.** The Board may appoint, and may authorize the President or any other Officer to appoint, any other Officers that the business of the Corporation may require, each of whom shall have the title, hold office for the period, have the authority, and perform the duties determined from time to time by the Board.

**10.4 Removal of Officers.** Subject to rights, if any, under any contract of employment, any Officer may be removed, with or without cause, by the Board, at any regular or special meeting of the Board, or, except in the case of an Officer chosen by the Board, by an Officer on whom such power of removal has been conferred by the Board.

**10.5 Resignation of Officers.** Any Officer may resign at any time by giving written notice to the Board, the President, or the Secretary of the Corporation. Any resignation shall take effect at the date of receipt of that notice or at any later time specified in that notice. Unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective. Any resignation shall be without prejudice to the rights, if any, of the Corporation under any contract to which the Officer is a party.

**10.6 Vacancies in Office.** A vacancy in any Office because of death, resignation, removal, disqualification, or any other cause shall be filled only in the manner prescribed in these Bylaws for regular appointments to that Office.

#### **10.7 Responsibilities of Officers.**

(a) **Chair of the Board.** The Chair of the Board shall set the agenda for Board and Member meetings, shall preside at all such meetings, and shall have such other powers and duties as may be prescribed by the Board or these Bylaws.

(b) **President.** The President shall be the chief executive officer of the Corporation. He or she shall have such powers and duties as may be prescribed by the Board or these Bylaws. The President shall be responsible to the Board, shall see that the Board is advised on all significant matters of the Corporation's business, and shall see that all orders and resolutions of the Board are carried into effect. The President shall be empowered to act, speak for, and otherwise represent the Corporation between meetings of the Board within the

boundaries of policies and purposes established by the Board and as set forth in the Articles of Incorporation and these Bylaws. The President shall be responsible for keeping the Board informed at all times of staff performance as related to program objectives, and for implementing any personnel policies adopted by the Board. In the absence or disability of the Chair, the President shall perform all the duties of the Chair, and when so acting shall have all the powers of and be subject to all the restrictions upon the Chair.

(c) **Executive Director.** In the absence or disability of the President, the Executive Director shall perform all the duties of the President, and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. The Executive Director shall have such other duties as may from time to time be prescribed by the Board.

(d) **Secretary.** The Secretary shall attend to the following:

(i) **Book of Minutes.** The Secretary shall keep or cause to be kept, at the principal executive office or such other place as the Board may direct, a book of minutes of all meetings and actions of Directors and committees of Directors, with the time and place of holding regular and special meetings, and if special, how authorized, the notice given, the names of those present at such meetings, and the proceedings of such meetings.

(ii) **Notices, Seal, and Other Duties.** The Secretary shall give, or cause to be given, notice of all meetings of the Board required by the Bylaws to be given. The Secretary shall keep the seal of the Corporation in safe custody, and shall have such other powers and perform such other duties as may be prescribed by the Board or the Bylaws.

(e) **Treasurer.** the Treasurer shall be the chief financial officer of the Corporation and shall attend to the following:

(i) **Books of Account.** The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the Corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, and other matters customarily included in financial statements. The books of account shall be open to inspection by any Director at all reasonable times.

(ii) **Deposit and Disbursement of Money and Valuables.** The Treasurer shall deposit all money and other valuables in the name and to the credit of the Corporation with such depositories as may be designated by the Board; shall disburse funds of the Corporation as may be ordered by the Board; shall render to the President and Directors, whenever they request it, an account of all financial transactions and of the financial condition of the Corporation; and shall have other powers and perform such other duties as may be prescribed by the Board or these Bylaws. The Treasurer may delegate any of the foregoing duties.

(iii) **Bond.** If required by the Board, the Treasurer shall give the Corporation a bond in the amount and with the surety specified by the Board for the faithful performance of the duties of his or her office and for restoration to the Corporation of all its books, papers, vouchers, money, and other property of every kind in his or her possession or under his or her control on his or her death, resignation, retirement, or removal from office.

## ARTICLE XI

### RECORDS AND REPORTS

**11.1 Maintenance of Articles and Bylaws.** The Corporation shall keep at its principal executive office the original or a copy of the Articles of Incorporation and the Bylaws as amended to date.

**11.2 Maintenance of Other Corporate Records.** The accounting books, records, and minutes of the proceedings of the Board and any committee(s) of the Board shall be kept at such place or places as designated by the Board, or, in the absence of such designation, at the principal executive office of the Corporation. The minutes shall be kept in written or typed form, and the accounting books and records shall be kept in either written or typed form or in any other form capable of being converted into written, typed, or printed form.

**11.3 Inspection by Directors.** Every Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of every kind and the physical properties of the Corporation. This inspection by a Director may be made in person or by an agent or attorney, and the right of inspection includes the right to copy and make extracts of documents.

**11.4 Annual Statement of Certain Transactions and Indemnifications.** The Corporation shall prepare and mail or deliver in writing to each Member and Director an annual statement of the amount and circumstances of any transaction or indemnification of the following kind:

(a) Any transaction(s) involving more than fifty thousand U.S. dollars (U.S. \$50,000) in the aggregate in which the Corporation was a party, or in which any Director or Officer of the Corporation had a direct or indirect financial interest.

(b) Any indemnifications or advances aggregating more than ten thousand U.S. dollars (U.S. \$10,000) paid during the fiscal year to any Officer or Director of the Corporation pursuant to Article XIII, unless such indemnification has already been approved pursuant to Section 13.1.

**11.5 Annual Report.** The Corporation shall notify each Member annually of the Member's right to receive a financial report. Upon written request of a Member, the Board shall promptly cause the most recent annual report to be sent to the requesting Member. Such annual report shall be prepared not later than 120 calendar days after the close of the Corporation's fiscal year. Such report shall contain in appropriate detail the following:

(a) A balance sheet as of the end of such fiscal year and an income statement and statement of changes in financial position for such fiscal year.

(b) A statement of the place where the names and addresses of the current Members are located.

(c) Any information required by Section 11.4.

The report required by this Section 11.5 shall be accompanied by any report thereon of independent accountants, or, if there is no such accountants' report, the certification of an authorized Officer of the Corporation that such statements were prepared without audit from the books and records of the Corporation. The report may be delivered by electronic transmission.

## ARTICLE XII

### CONTRACTS AND LOANS WITH DIRECTORS AND OFFICERS

**12.1 Contracts with Directors and Officers.** No Director or Officer of the Corporation, nor any other corporation, firm, association, or other entity in which one or more of the Corporation's Directors or Officers are directors or have a material financial interest, shall be interested, directly or indirectly, in any contract or other transaction with the Corporation, unless (i) the material facts regarding such Director's or Officer's financial interest in such contract or transaction and/or regarding such common directorship, officership, or financial interest are fully disclosed or are known to all Members prior to consideration by the Members of such contract or transaction, and the Members approve such contract or transaction (without the vote of any interested Member); (ii) such contract or transaction is authorized in good faith by a majority of the Board by a vote sufficient for that purpose without counting the vote or votes of any interested Director(s), and the contract or transaction is just and reasonable as to the Corporation at the time authorized or ratified; or (iii) the Corporation enters into the transaction for its own benefit, and the person asserting the validity of the contract sustains the burden of proving that the contract or transaction was just and reasonable to the Corporation at the time it was authorized or ratified.

**12.2 Loans to Directors and Officers.** The Corporation shall not make any loan of money or property to or guarantee the obligation of any Director or Officer, unless such loan or guaranty meets the requirements of Section 7235 of the California Nonprofit Mutual Benefit Corporation Law.

## ARTICLE XIII

### INDEMNIFICATION OF DIRECTORS AND OFFICERS

**13.1 Right to Indemnification.** The Corporation shall indemnify any person who was or is a party, or is threatened to be made a party, to any action or proceeding by reason of the fact that such person is or was an Officer, Director, or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee, or agent of another foreign or domestic corporation, partnership, joint venture, or other enterprise, against expenses, judgment, fines, settlements, and other amounts actually and reasonably incurred in connection with such proceeding, to the fullest extent permitted under the California Nonprofit Mutual Benefit Corporation Law.

In determining whether indemnification is available to the Director, Officer or agent of the Corporation under California law, the determination as to whether the applicable standard of conduct set forth in Section 7237 of the California Nonprofit Mutual Benefit Corporation Law has been met shall be made by a majority vote of a quorum of Directors who are not parties to

the proceeding. If the number of Directors who are not parties to the proceeding is less than two-thirds of the total number of Directors seated at the time the determination is to be made, the determination as to whether the applicable standard of conduct has been met shall be made by the court in which the proceeding is or was pending.

The indemnification provided herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled, and shall continue as to a person who has ceased to be an agent and shall inure to the benefit of the heirs, executors, and administrators of such person.

**13.2 Insurance.** The Corporation shall have the power and shall exercise its best efforts to purchase and maintain insurance on behalf of any Director, Officer or agent of the Corporation, against any liability asserted against or incurred by the Director, Officer, or agent in any such capacity or arising out of the Director's, Officer's, or agent's status as such, whether or not the Corporation would have the power to indemnify the agent against such liability under Section 10.1 of these Bylaws; provided, however, that the Corporation shall have no power to purchase and maintain such insurance to indemnify any Director, Officer, or agent of the Corporation for any transaction, described in Section 7233(a) of the California Nonprofit Mutual Benefit Corporation Law which fails to qualify under paragraph (1), (2) or (3) of that statute.

#### ARTICLE XIV

#### CONSTRUCTION AND DEFINITIONS

**14.1 General.** Unless the context requires otherwise, the general provisions, rules of construction, and definitions in the California Nonprofit Corporation Law shall govern the construction of these Bylaws. Without limiting the generality of the above, the masculine gender includes the feminine and neuter, the singular number includes the plural, and the plural number includes the singular.

**14.2 Electronic Transmission.** Subject to any guidelines and procedures that the Board of Directors may adopt from time to time, the terms "written", and "in writing" as used in these Bylaws include any form of recorded message in the English language capable of comprehension by ordinary visual means and may include electronic transmissions, such as facsimile or email, provided (i) for electronic transmissions *from* the Corporation, the Corporation has obtained an unrevoked written consent from the recipient to the use of such means of communication; (ii) for electronic transmissions *to* the Corporation, the Corporation has in effect reasonable measures to verify that the sender is the individual purporting to have sent such transmission; and (iii) the transmission creates a record that can be retained, retrieved, reviewed, and rendered into clearly legible tangible form.

#### ARTICLE XV

#### FISCAL YEAR

The fiscal year of the Corporation shall end on June 30 of each year.

**ARTICLE XVI**

**AMENDMENTS**

Except as provided in the following sentence, Bylaws may be adopted, amended or repealed by the vote of two-thirds of the Board. The adoption, amendment or repeal of a Bylaw provision which is subject to Corporations Code Section 7150 shall require the approval of a majority of the Members.

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**CERTIFICATE OF SECRETARY**

I, the undersigned, the duly elected Secretary of Open SystemC Initiative, a California corporation, do hereby certify:

That the foregoing Bylaws consisting of twenty (20) pages, including this page, were adopted as the Bylaws of the Corporation by the Directors and Members of the Corporation on \_\_\_\_\_ and the same do now constitute the Bylaws of said Corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name this \_\_\_\_\_ day of \_\_\_\_\_, 200\_.

\_\_\_\_\_  
Paul J. Tauber, Secretary