

## Schedule 1

### Research Institution End User Licence

#### END USER TERM LICENCE AGREEMENT FOR THE FAST MODELS

THIS END USER LICENCE AGREEMENT ("LICENCE") IS A LEGAL AGREEMENT BETWEEN THE RESEARCH INSTITUTION (IDENTIFIED IN THE SIGNATURE BLOCK BELOW) AND ARM LIMITED ("ARM") FOR THE USE OF THE SOFTWARE ACCOMPANYING THIS LICENCE. ARM IS ONLY WILLING TO LICENSE THE SOFTWARE TO RESEARCH INSTITUTION ON CONDITION THAT RESEARCH INSTITUTION ACCEPTS ALL OF THE TERMS IN THIS LICENCE. BY SIGNING THIS LICENCE, RESEARCH INSTITUTION INDICATES THAT RESEARCH INSTITUTION AGREES TO BE BOUND BY ALL THE TERMS OF THIS LICENCE. IF RESEARCH INSTITUTION DOES NOT AGREE TO THE TERMS OF THIS LICENCE, ARM IS UNWILLING TO LICENSE THE SOFTWARE TO RESEARCH INSTITUTION AND RESEARCH INSTITUTION MAY NOT INSTALL, USE OR COPY THE SOFTWARE.

**"Exported Virtual Subsystem"** means a subsystem created by Licensee using either or both components from the Fast Model Portfolio (defined below) and Licensee 's own component models and processed by the Fast Model Tools such that it can be integrated into the OSCI SystemC proof of concept simulator including the OSCI TLM-2.0 Transaction-level Modeling interface.

**"Licensee"** means the Research Institution, its employees, professors, and students.

**"Licence Key"** means; (i) in respect of the Fast Model Tools (defined below), an electronic licence key issued to Licensee by ARM or ARM's authorised distributor in respect of the Fast Model Tools to enable the use of the Fast Model Tools; and (ii) in respect of each processor core model, an electronic licence key issued to Licensee by ARM or ARM's authorised distributor in respect of such processor core model to enable the use of the relevant processor core model.

**"Seat"** means the authorisation from ARM, as evidenced in the sales order, delivery confirmation email and Licence Key issued to Licensee by ARM, to use and run certain components of the Software, in the quantities stated in the sales order and delivery confirmation email and for the time periods enabled by the Licence Key.

**"Software"** means any software and data accompanying this Licence, any printed, electronic or online documentation supplied with it, and any updates, upgrades, patches and modifications ARM may agree to make available to Licensee under the terms of this Licence, in all cases relating to the fast models. The fast models consists of the system canvas, system generator and model debugger tools ("**Fast Model Tools**"), plus a collection of fast code translation models for processors, memories and peripheral devices ("**Fast Model Portfolio**"). For convenience, Licensee's package also contains some Separate Files (defined below in Clause 8), but these are licensed under their own terms and not as part of the Software.

**"Virtual Platform"** means a composite model created by Licensee using either or both components from the Fast Model Portfolio and Licensee 's own component models generated by the Fast Model Tools such that it can be executed as a self contained simulator and cannot be further extended.

**"CMC"** means Canadian Microelectronics Corporation whose principal place of business is situated at 945 Princess Street, Building 50, Innovation Park at Queen's University, Kingston, Ontario, Canada K7L 3N6.

**"Server"** means CMC's secure ftp server

#### 1. LICENCE GRANTS.

1.1 ARM hereby grants to Licensee, subject to the restrictions in Clauses 2 and 3 and the other terms and conditions of this Licence, a non-exclusive, non-transferable licence, only for the Seats, to use the applicable Software under the licences granted in this Clause 1.1 to:

- (i) use and copy the binary form of the Software for the purpose of; (a) creating, analysing and debugging either or both, as applicable, the Exported Virtual Subsystem and Virtual Platform; and (b) running applications on either or both, as applicable, the Exported Virtual Subsystem and Virtual Platform;
- (ii) use, copy and modify the source code included with the Software for the purpose of creating either or both, as applicable, the Exported Virtual Subsystem and Virtual Platform;
- (iii) use and copy any examples provided in binary form for the purpose of creating either or both, as applicable, the Exported Virtual Subsystem and Virtual Platform;

- (iv) use the binary form of either or both, as applicable, the Exported Virtual Subsystem and Virtual Platform created under the licences granted in Clauses 1.1(i) – (iii) above;
- (v) use and copy any documentation accompanying the Software;

Except as expressly permitted above, Licensee shall not modify, sub-license or redistribute any of the Software.

**1.2 ACADEMIC OR EDUCATIONAL USE RESTRICTION: LICENSEE MAY USE THE SOFTWARE ONLY FOR ACADEMIC, NON-COMMERCIAL PURPOSES, AND ARM DOES NOT GRANT LICENSEE ANY RIGHTS TO DISTRIBUTE OR SUB-LICENCE SOFTWARE APPLICATIONS UNDER THIS LICENCE.**

## **2. SUN JAVA HARDWARE ACCELERATION RESTRICTIONS.**

Licensee acknowledges that the Software may incorporate models of Jazelle hardware acceleration for the Java technology of Sun Microsystems Inc. ("Sun"). Without prejudice to any other limitations or restrictions in this Licence, Licensee agrees that unless Licensee has a valid current Sun SCSL License Agreement, Licensee shall be subject to the following restrictions: (i) Licensee shall not; (a) carry out or procure any functional modification of any part of the Software to the extent that it includes, incorporates or implements Jazelle; or (b) reverse engineer or use the Software licensed under this Agreement for the purpose of implementing the whole or any part of a Java specification (where a Java specification means any "Final Release" of a "JSR" developed as part of the Java Community Process) without first entering into a Sun SCSL License Agreement; and (ii) Licensee agrees that Sun shall be an intended third party beneficiary of the terms and conditions of this Agreement solely for the purpose of enforcing the restrictions contained in this clause 2. In this clause 2, "Jazelle" means the extension to the ARM processor architecture that enables the execution of a subset of Java byte codes by an ARM processor core as accessed through the BXJ instruction, and "Sun SCSL License Agreement" means any of; (i) a Sun Community Source License entered into between Licensee and Sun for the Sun CLDC technology; or (ii) any licence agreement entered into between Licensee and Sun which expressly permits Licensee to share source code for the Sun CLDC technology with ARM.

## **3. OTHER RESTRICTIONS ON USE OF THE SOFTWARE.**

(a) **SEATS, INSTALLATION AND LICENCE KEYS:** Licensee's use of each component part of the Software is limited to the specific number of Seats issued to Licensee by ARM or ARM's authorised distributor for such part. For each Seat, ARM will make a Licence Key available to Licensee to enable use of the Software, or certain components or optional functionality in the Software, as applicable. Licensee shall only (a) install and use the Software and (b) use and access the Licence Keys through CMC's Server and remotely via WAN; on computers, or virtual machines running on computers, which are owned by Licensee (or which are in Licensee's exclusive possession under an equipment finance arrangement) and which are located at Licensee's premises.

Except where ARM may separately agree to authorise the transfer (also known as re-hosting) of a Seat or Licence Key, each Seat and Licence Key shall, as applicable; (i) in respect of a node locked licence, be restricted to use by a single person at any one time and limited or locked to a single item of Licensee's computer hardware (also known as host ID) on which the Seat or Licence Key is initially installed; and (ii) in respect of a floating licence, be limited or controlled by a licence server shared by multiple computers so that one authorised Licence Key is required for each simulation process concurrently using the relevant Software.

(b) **COPYING:** Licensee shall not use or copy the Software or Licence Keys except as expressly authorised in this Licence. Licensee may copy the delivered Software media or image for backup or archival purposes, provided that all use thereof is limited to that expressly authorised in this Licence.

(c) **UPDATES AND UPGRADES:** Updates and upgrades of Software are not additional copies and do not create the right to use additional Seats. When Licensee upgrades or updates the Software, the upgrade or update for such new release replaces Licensee's existing copy of the Software. Therefore, if Licensee is receiving the Software as an update or upgrade, Licensee obtains no rights to, and shall not, install or use this update or upgrade unless Licensee has first ceased all use of, and deleted, the previous version of the Software that Licensee is updating or upgrading.

(d) **PERMITTED USERS:** The Software and Licence Keys shall be used only by Licensee. Only the single individual, company or other legal entity to whom ARM or its authorized distributor is supplying this Licence may use the Software and Licence Keys. Licensee shall not allow third parties (including but not limited to any subsidiary, parent or affiliated companies, or offsite contractors Licensee may have) to use the Software or Licence Keys unless ARM specifically agrees otherwise with Licensee on a case by case basis.

(e) **REMOTE USE:** The Software and Licence Keys shall only be used onsite at Licensee's premises.

(f) **REVERSE ENGINEERING:** Except to the extent that such activity is permitted by applicable law Licensee shall not reverse engineer, decompile or disassemble any of the Software. If the Software was provided to Licensee in Europe Licensee shall not reverse engineer, decompile or disassemble any of the Software for the purposes of error correction.

(g) **BENCHMARKING:** This Licence does not prevent Licensee from using the Software for internal benchmarking purposes. However, Licensee shall treat any and all benchmarking data relating to the Software, and any other results of Licensee's use or testing of the Software which are indicative of its performance, efficacy, reliability or quality, as confidential information and Licensee shall not disclose such information to any third party without the express written permission of ARM. ARM may agree to waive the restrictions in this paragraph if requested in writing.

(h) **RESTRICTIONS ON TRANSFER OF LICENSED RIGHTS:** The rights granted to Licensee under this Licence may not be assigned, sublicensed or otherwise transferred by Licensee to any third party without the prior written consent of ARM. An assignment shall be deemed to include, without limitation; (i) any transaction or series of transactions whereby a third party acquires, directly or indirectly, the power to control the management and policies of Licensee, whether through the acquisition of voting securities, by contract or otherwise; or (ii) the sale of more than fifty percent (50%) of the Licensee's assets whether in a single transaction or series of transactions. Licensee shall not rent or lease the Software, or share it with contractors or third parties.

(i) **COPYRIGHT AND RESERVATION OF RIGHTS:** The Software is owned by ARM or its licensors and is protected by copyright and other intellectual property laws and international treaties. The Software is licensed not sold. Licensee acquires no rights to the Software other than as expressly provided by this Licence. Licensee shall not remove from the Software any copyright notice or other notice and shall ensure that any such notice is reproduced in any copies of the whole or any part of the Software made by Licensee.

#### 4. SUPPORT AND MAINTENANCE.

ARM shall be under no obligation to provide support to Licensee for the Software licensed under this Licence.

#### 5. CONFIDENTIALITY AND NON-USE.

Licensee acknowledges that the Software may embody trade secrets and confidential material, and Licensee agrees to maintain the Software in confidence and apply security measures no less stringent than the measures which Licensee applies to protect Licensee's own like information, but not less than a reasonable degree of care, to prevent unauthorised disclosure and use of the Software. Subject to any restrictions imposed by applicable law, the period of confidentiality shall be twenty (20) years from the date of disclosure. Licensee agrees that Licensee shall not use any such information other than in normal use of the Software under the licences granted in this Licence.

#### 6. LIMITED WARRANTIES.

Unless Licensee did not purchase the Software, ARM warrants to Licensee that, for the period of ninety (90) days from the date of delivery of the Software to Licensee, (i) the media on which the Software is provided shall be free from defects in materials and workmanship under normal use; and (ii) the Software will perform substantially in accordance with its accompanying documentation (if any). ARM's total liability and Licensee's exclusive remedy for breach of these limited warranties shall be limited to ARM, at ARM's option; (a) replacing the defective Software; or (b) using reasonable efforts to correct material, documented, reproducible defects in the Software and delivering such corrected Software to Licensee. Any replacement Software will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is the longer.

EXCEPT AS MAY BE PROVIDED ABOVE, LICENSEE AGREES THAT THE SOFTWARE IS LICENSED "AS IS", AND THAT ARM EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, CONDITIONS OR OTHER TERMS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, SATISFACTORY QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE.

LICENSEE EXPRESSLY ASSUMES ALL LIABILITIES AND RISKS FOR USE OR OPERATION OF ANY MODELS AND APPLICATION PROGRAMS LICENSEE MAY CREATE WITH THE SOFTWARE, INCLUDING WITHOUT LIMITATION, MATERIALS DESIGNED OR INTENDED FOR MISSION CRITICAL APPLICATIONS, SUCH AS PACEMAKERS, WEAPONARY, AIRCRAFT NAVIGATION, FACTORY CONTROL SYSTEMS, ETC.. SHOULD THE SOFTWARE PROVE DEFECTIVE, LICENSEE ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

#### 7. LIMITATION OF LIABILITY.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ARM BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS) ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE WHETHER BASED ON A CLAIM UNDER CONTRACT, TORT OR OTHER LEGAL THEORY, EVEN IF ARM WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ARM does not seek to limit or exclude liability for death or personal injury arising from ARM's negligence and because some jurisdictions do not permit the exclusion or limitation of liability for consequential or incidental damages the above limitation relating to liability for consequential or incidental damages may not apply to Licensee.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LICENCE, THE MAXIMUM LIABILITY OF ARM TO LICENSEE IN AGGREGATE FOR ALL CLAIMS MADE AGAINST ARM IN CONTRACT TORT OR OTHERWISE UNDER OR IN CONNECTION WITH THE SUBJECT MATTER OF THIS LICENCE SHALL NOT EXCEED THE TOTAL OF SUMS PAID BY LICENSEE TO ARM (IF ANY) FOR THIS LICENCE.

#### 8. THIRD PARTY RIGHTS.

The Software is supplied with, and uses, third party software or materials which are governed by their own separate licence agreements (together "**Separate Files**"). This Licence does not apply to such Separate Files and they are not included in the term "Software" under this Licence. Licensee agrees to comply with all terms and conditions imposed on Licensee in respect of such Separate Files including those identified in the Schedule ("**Third Party Terms**"). Any provisions in this Licence which differ from Third Party Terms are offered by ARM alone and shall not supersede or modify any Third Party Terms. In addition to Third Party Terms, the disclaimer of warranty and limitation of liability provisions in this Licence shall apply to all Software and Separate Files.

ARM HEREBY DISCLAIMS ANY AND ALL WARRANTIES EXPRESS OR IMPLIED FROM ANY THIRD PARTIES REGARDING ANY SEPARATE FILES, ANY THIRD PARTY MATERIALS INCLUDED IN THE SOFTWARE, ANY THIRD PARTY MATERIALS FROM WHICH THE SOFTWARE IS DERIVED (COLLECTIVELY "**OTHER CODE**"), AND THE USE OF ANY OR ALL THE OTHER CODE IN CONNECTION WITH THE SOFTWARE, INCLUDING (WITHOUT LIMITATION) ANY WARRANTIES OF SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE.

NO THIRD PARTY LICENSORS OF OTHER CODE SHALL HAVE ANY LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS), HOWEVER CAUSED AND WHETHER MADE UNDER CONTRACT, TORT OR OTHER LEGAL THEORY, ARISING IN ANY WAY OUT OF THE USE OR DISTRIBUTION OF THE OTHER CODE OR THE EXERCISE OF ANY RIGHTS GRANTED UNDER EITHER OR BOTH THIS LICENCE AND THE LEGAL TERMS APPLICABLE TO ANY SEPARATE FILES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### 9. U.S. GOVERNMENT END USERS.

US Government Restrictions: Use, duplication, reproduction, release, modification, disclosure or transfer of this commercial product and accompanying documentation is restricted in accordance with the terms of this Licence.

#### 10. TERM AND TERMINATION.

This Licence shall remain in force until terminated by Licensee, by ARM or by expiry (in the case of a time limited licence). Without prejudice to any of its other rights, if Licensee in breach of any of the terms and conditions of this Licence then ARM may terminate this Licence immediately upon giving written notice to Licensee. Licensee may terminate this Licence at any time. Upon termination of this Licence by Licensee or by ARM, and on expiry of this Licence, all licences granted to Licensee under this Licence and any obligation of ARM to provide support shall terminate immediately, and Licensee shall immediately stop using the Software and derivatives of the Software in Licensee's possession together with all documentation and related materials. The provisions of Clauses 2, 5, 7, 8, 9, 10 and 11 shall survive termination or expiry of this Licence.

#### 11. GENERAL.

This Licence is governed by English Law. Except where ARM agrees otherwise in; (i) a written contract signed by Licensee and ARM, or (ii) a written contract provided by ARM and accepted by Licensee, this is the only agreement between Licensee and ARM relating to the Software and it may only be modified by written agreement between Licensee and ARM. Except as expressly agreed in writing, this Licence may not be modified by purchase orders, advertising or other representation by any person. If any clause or sentence in this Licence is held by a court of law to be illegal or unenforceable the remaining provisions of this Licence shall not be affected thereby. The failure by ARM to enforce any of the provisions of this Licence, unless waived in writing, shall not constitute a waiver of ARM's rights to enforce such provision or any other provision of this Licence in the future.

At ARM's request, Licensee agrees to check Licensee's computers for installations of the Software, copies of Licence Keys, contents of any licence server log files, individual or concurrent usage of Seats, and any other information requested by ARM relating to Software installation, usage and Licence Key management, and to provide this information to ARM. ARM will not make such a request more frequently than once per year, except as necessary where ARM believes, in good faith, that an additional check is needed (for example after re-hosting a Licence Key). Licensee agrees that auditors nominated by ARM may also perform such checking and reporting on behalf of ARM by prior appointment during Licensee's normal business hours on seven (7) days' notice. ARM shall bear the auditors' costs for that audit unless it reveals unlicensed usage in which case Licensee shall promptly reimburse ARM for all reasonable costs and expenses, including professional fees, relating to such audit. Any information which is disclosed to ARM or such auditors during checking or audit shall be treated as Licensee's confidential information and shall only be used by ARM for licence management, compliance and enforcement purposes.

The Software provided under this Licence is subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. Licensee agrees to comply fully with all laws and regulations of the United States and other countries ("**Export Laws**") to assure that the

Software, is not: (i) exported, directly or indirectly, in violation of Export Laws, either to any countries that are subject to U.S. export restrictions or to any end user who has been prohibited from participating in the U.S.A. export transactions by any federal agency of the U.S. government; or (ii) intended to be used for any purpose prohibited by Export Laws, including, without limitation, nuclear, chemical, or biological weapons proliferation.

THE SCHEDULE – SEPARATE FILES AND APPLICABLE THIRD PARTY TERMS:

FastDelegate (<http://www.codeproject.com/cpp/FastDelegate.asp>)

GNU: gcc run-time library libstdc++ v3.4.3 (<http://www.gnu.org>)

libpcap v0.9.1 (<http://www.tcpdump.org>)

SDL LGPL plus runtime exception v1.2.13 ([www.libsdl.org](http://www.libsdl.org)) licensed under the GNU Lesser General Public Licence, version 2.1

Zlib BSD license v1.2.1 (installer) v1.2.3 (flash component) (<http://www.zlib.net>)

OSCI: SystemC v2.2.0 license v2.3 (<http://www.systemc.org>)

OSCI: TLM v2.0 license v3.0 (<http://www.systemc.org>)

QT v3.3.8 (<http://trolltech.com>)

QScintilla v2.2 (<http://www.riverbankcomputing.com>)

To the extent ARM is obliged to do so, ARM hereby offers to supply the files listed under the heading GNU in this Schedule, in source code form, subject to the terms of the applicable GNU Public Licence, upon request. This offer is valid for three (3) years from the date of Licensee's acceptance of this Licence.

ARM contract references: LEC-ELA-00900-V5.0 Fast Models V5.0 NM/SS  
/end

IN WITNESS WHEREOF the parties have caused this Licence to be signed by their duly authorised representative:

ARM LIMITED	LICENSEE
BY:	BY:
NAME:	NAME:
TITLE:	TITLE:
DATE:	DATE: