

## The MathWorks, Inc. Software License Agreement

### IMPORTANT NOTICE

THIS IS THE SOFTWARE LICENSE AGREEMENT (THE "AGREEMENT") OF THE MATHWORKS, INC. ("MATHWORKS") FOR THE PROGRAMS. THE PROGRAMS ARE LICENSED, NOT SOLD. READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY BEFORE COPYING, INSTALLING, OR USING THE PROGRAMS. FOR INFORMATION ABOUT YOUR LICENSE OFFERING, CONSULT THE PROGRAM OFFERING GUIDE PRESENTED AFTER THE AGREEMENT.

THE AGREEMENT REPRESENTS THE ENTIRE AGREEMENT BETWEEN YOU (THE "LICENSEE") AND MATHWORKS CONCERNING YOUR RIGHTS TO INSTALL AND USE THE PROGRAMS UNDER THE LICENSE OFFERING YOU ACQUIRE.

YOU MUST ACCEPT THE TERMS OF THIS AGREEMENT TO COPY, INSTALL, OR USE THE PROGRAMS. IF YOU DO NOT ACCEPT THE LICENSE TERMS, THEN YOU MUST IMMEDIATELY STOP USING THE PROGRAMS.

IF YOU TERMINATE THIS LICENSE FOR ANY REASON WITHIN THIRTY (30) DAYS OF PROGRAM DELIVERY (THE "ACCEPTANCE PERIOD") YOU WILL RECEIVE A FULL REFUND FROM THE AUTHORIZED DISTRIBUTOR FROM WHOM YOU ACQUIRED THE PROGRAMS, OR FROM MATHWORKS IF YOU ACQUIRED THE PROGRAMS DIRECTLY FROM MATHWORKS.

1. CAPITALIZED TERMS. Capitalized terms used in this Agreement and not otherwise defined in this Agreement shall have the definitions ascribed to them in Article 23 below.

2. LICENSE GRANT. MathWorks hereby grants to Licensee, subject to the terms of this Agreement, a nonexclusive license (the "License") to:

2.1. install and use the Programs solely on Computers controlled by Licensee, in accordance with the License Offering acquired, and solely for Internal Operations;

2.2. use the Programs as expressly allowed in the Program Offering Guide, for instance to deploy Applications, consistent with the terms of the License Offering acquired;

2.3. provide reasonable access to online Documentation on Licensee's intranet, provided it is not accessible over the open Internet; and

2.4. print portions of the online Documentation for reasonable use by Licensed Users.

3. LICENSE RESTRICTIONS. The License granted is subject to the express restrictions set forth below and any other restrictions set forth in any signed agreement between MathWorks and Licensee. Licensee shall not, and shall not cause or permit any other individual or entity to, directly or indirectly:

3.1. modify or create any derivative work of a Program, except as expressly permitted in the Program Offering Guide;

3.2. use a Program for any act which infringes copyright of a Program, for

instance, by developing, producing, or testing a computer program containing a feature or functionality that is substantially similar in its expression to the expression contained in a Program;

3.3. disassemble, decompile, or reverse engineer a Program, or attempt to gain access to its method of operation or source code;

3.4. adapt, translate, copy, convert, use, test, benchmark, or determine the expression or design of, a Program or any materials derived from or generated by a Program, in order to make or distribute an application or software, a principal purpose of which, as reasonably determined by MathWorks, is to perform the same or similar functions as a Program or other MathWorks product or service or which replaces any component of a Program or other MathWorks product or service. Licensee shall not use a Program to compete with the products or businesses of MathWorks, including by distributing libraries or any form of an entire Program or Program Component;

3.5. rent, lease, or loan the Programs, use the Programs for supporting Third Parties' use of the Programs, time share the Programs, or provide service bureau or similar service use;

3.6. sell, license, sublicense, provide access, publish, display, distribute, disseminate, assign, or otherwise transfer to a Third Party the Programs or any copy thereof, or any license or other rights thereto, in whole or in part, without MathWorks' prior written consent, except as expressly permitted in the Program Offering Guide;

3.7. alter, remove, or obscure any copyright, trade secret, patent, trademark, logo, proprietary and/or other legal notices or license files on or in copies of a Program or Program Component, including copies made for backup purposes;

3.8. provide access (directly or indirectly) to any Program via a web or network interface, except as expressly permitted in the License Offering;

3.9. copy, make available for copy, or otherwise reproduce the Programs except either (a) as may be required for their installation for the purpose of executing the Program in accordance with the License Offering, or (b) to make a reasonable number of copies solely for back-up purposes;

3.10. access or use MathWorks products or services that Licensee is not currently licensed to access or to use;

3.11. allow the Programs to be accessed or used by a Third Party except as expressly permitted in the Program Offering Guide;

3.12. disclose or transfer the activation key, login credentials, and/or license file to a Third Party, or allow them to be used by a Third Party without written authorization from MathWorks or as permitted by the License Offering acquired;

3.13. republish the Documentation, except as expressly permitted in Article 2 of this Agreement;

3.14. create a server or automated system for the Transformation Programs without obtaining a license from MathWorks that expressly allows such use (see the Program Offering Guide);

3.15. disable, circumvent, or workaround any technical limitations in the Programs;

3.16. access, enable access to, modify, translate, use or otherwise make available temporary intermediate files produced by a Program;

3.17. make any use of the License on behalf of or for the benefit of a Third Party or Affiliate in any manner that would constitute a violation of the License if such use were directly made by such person, or cause any Third Party or Affiliate to make any use of the License on behalf of or for the benefit of Licensee or an Affiliate in any manner that would constitute a violation of this License if such use were directly made by Licensee;

3.18. acquire the License if a principal purpose of the acquisition is to transfer or assign the License to a Third Party or Affiliate unless expressly permitted by MathWorks;

3.19. mechanize or automate the process of checking out or in license keys for one or more Programs, including by running a second session of a Program, running a Program to serve multiple users, or rebooting the License Manager, for a principal purpose of minimizing the License check out time of any Programs, or otherwise circumventing the intended License Manager operation;

3.20. use a License Manager other than the one which was provided with the most recent version of the Programs Licensee is using;

3.21. take any action that requires any portion of the Programs to be subject to end-user rights incompatible or inconsistent with the restrictions set forth in this Agreement;

3.22. allow access to the Programs by an individual who is under 13 years old or otherwise is under the lawful age for providing consent without obtaining the advance written consent of a parent or guardian and storing such consent in a retrievable way;

3.23. create an Application (a) providing capability similar to the capabilities of any of the Programs; (b) providing functionality or behavior similar to that of the MATLAB command line or scripting and programming capabilities; (c) allowing operation of the code generation capabilities of Programs; (d) providing access to an entire Program or a substantial portion of a Program; or (e) enabling evaluation of end-user code or expressions;

3.24. distribute an Application that includes library header files from any of the Programs or any Program Component;

3.25. distribute an Application that reads MAT-files (i.e., files in the MATLAB MAT data file format) using the MAT file API to Third Parties,

unless such Application also allows such Third Parties to write MAT-files for the same data;

3.26. distribute an Application without an Application License, unless the Application is solely for Internal Operations or is part of an embedded system that has no provision for licensing to its end-users;

3.27. distribute an Application unless all copyright and proprietary notices for the Programs are duplicated and included with Licensee's own copyright notices for the Application, wherever they appear; and

3.28. make copies of the MATLAB Runtime accessible to any Third Party separate from or for use other than with an Application, or provide the MATLAB Runtime for service bureau or similar service use.

4. PROGRAM TRIAL EVALUATION; COMPLIMENTARY LICENSES. Licensee agrees to use any Program provided to Licensee as a trial evaluation only for the period of the trial evaluation which may be controlled by a license key code, only to evaluate it individually for potential purchase of a license to the Program as an end-user, to conduct no business with it, to remove it and all result files produced from any of Licensee's Computers at the end of the trial evaluation period and to comply with all other obligations and restrictions in this Agreement. Licensee agrees to use any Program awarded to Licensee on a complimentary basis for student engineering competitions and similar competitions, course support, research, fellowship participation, and teaching assistance only for the specific purpose and period of the award, to conduct no business with it, and to comply with all other obligations and restrictions in the award letter and in this Agreement.

5. ADDITIONAL FEES. The fees for the License are determined based upon the country where all Licensed User(s) are principally located. Additional fees may apply to a transfer of the License, or the principal location of any Licensed User, to another country, or to a contract for global use.

6. RETENTION OF RIGHT, TITLE AND INTEREST BY MATHWORKS AND ITS LICENSORS; THIRD PARTY LICENSORS. The Programs are licensed not sold. The Programs, including Derivative Forms of the Programs and MATLAB Runtime, shall at all times remain the property of MathWorks and/or MathWorks' Licensors. Licensee shall have no right, title, or interest therein, except as expressly set forth in this Agreement. Licensee shall take appropriate action by instruction, agreement, or otherwise with any persons permitted access to the Programs, so as to enable Licensee to satisfy its obligations under the terms of this Agreement, including disabling access to the Programs, in the event of a transfer of the License. Licensee shall include the following notice in the About Box, or similar visible location, of any Application it distributes, and in the applicable documentation distributed with each copy of the Application: "MATLAB(r). (c) 1984-[INSERT YEAR MATLAB VERSION PUBLISHED] The MathWorks, Inc." Licensee agrees to employ the same security measures to protect the Programs, Derivative Forms, and MATLAB Runtime as it uses to safeguard Licensee's own proprietary intellectual property, but in no event less than reasonable care. Programs may include Third Party software licensed to Licensee under these terms or under separate terms of Licensors that are accessible within the relevant Programs in the thirdpartylicenses.txt file. Should such Third Party software be provided under the Lesser General Public License,



Licensee may make modifications of the work identified in Section 6 of the Lesser General Public License for Licensee's own use and reverse engineering for debugging such modifications. Any Third Party services or data accessible through an interface in a Program are governed solely by the Third Party's terms of use or Licensee's own agreement with the Third Party.

7. SOFTWARE MAINTENANCE SERVICE. During any Software Maintenance Service term, MathWorks shall provide its customary Software Maintenance Service for the Programs. As further described in the Program Offering Guide, Software Maintenance Service consists of: delivering subsequent releases of the Programs, if any, that are not charged for separately; exerting reasonable efforts to both (a) provide, within a reasonable time, workarounds for any material programming errors in the current release of the Programs that are directly attributable to MathWorks, and (b) correct such errors in subsequent releases, provided Licensee gives MathWorks sufficient information to identify the errors; and technical support for the current release. Technical support means assistance by telephone, web, and e-mail with the installation and/or use of the then-current release of the licensed Programs, including all available bug fixes and patches, and their interaction with supported hardware and operating systems ("Platforms"). Software Maintenance Service may include additional administrative support services for the licensed Programs and access to certain online features and services made available by MathWorks from time to time. Levels of support and services available may vary by License Offering. If Licensee's Software Maintenance Service expires, Licensee must pay applicable fees to resume lapsed Software Maintenance Service. MathWorks reserves the option to discontinue, in whole or in part, and at any time, offering Software Maintenance Service and/or technical support for any Program, feature of a Program, or Platform or to refuse to provide Software Maintenance Service to a Licensee whom it reasonably believes is in breach of this Agreement.

#### 8. TERM AND TERMINATION.

8.1. Term. This Agreement shall continue until the earlier of termination by MathWorks or Licensee as provided below or the expiration of the term of all Licenses granted hereunder.

8.2. Termination by Licensee. Licensee may terminate a License at any time, for any reason. Licensee shall not be entitled to any refund if a License is terminated, except for License fees paid for any Programs for which the Acceptance Period has not expired at the time of termination.

8.3. Termination by MathWorks. MathWorks may terminate this Agreement and all Licenses granted hereunder by written notice to Licensee if Licensee breaches any material term of this Agreement, including failure to pay any License fees due, and Licensee has not cured such breach within sixty (60) days of written notification. MathWorks may immediately terminate this Agreement and all Licenses granted hereunder if, after requesting and failing to receive from the Licensee adequate assurances of compliance with the terms of this Agreement, MathWorks reasonably believes that Licensee is or is intending to breach any material term of this Agreement. MathWorks may immediately terminate upon notice this Agreement and all Licenses granted hereunder should Licensee breach the terms and conditions of Articles 2, 3, 6, and/or 10. If Licensee or any of its Affiliates

commences or participates in any legal proceeding against MathWorks or any of MathWorks' Affiliates challenging or asserting any intellectual property rights in or against any of the Programs licensed hereunder, then MathWorks may, without waiving any other legal rights or remedies available to it, immediately terminate this License. The foregoing sentence only applies to (a) a Licensee who has as its principal business the holding of patents and who does not engage, either directly or through an Affiliate, in any material active business of making products that embody the patents or (b) a Licensee who engages, either directly or through an Affiliate, in a principal business of licensing or making available commercial off the shelf software to Third Parties. The provisions of this Article 8.3 apply to all Licenses, including Perpetual Licenses.

8.4. Effect of Termination. Upon termination for any reason, Licensee shall promptly return all but archival copies of the Programs in Licensee's possession or control, or promptly provide written certification of their destruction.

8.5. Survival. The following provisions survive any termination of this Agreement: Articles 1, 3, 6, 8-11, and 13-23.

8.6. Effect of Termination on Applications. Termination of this Agreement will not affect the terms of any Application Licenses for Applications that have been placed in use prior to the effective date of termination.

9. PUBLICITY. Licensee may not use MathWorks' name, trade names, logos, or other trademarks of MathWorks or any of its Affiliates or Licensors in any advertising, promotional literature or any other material, whether in written, electronic, or other form, distributed to any Third Party, except in the form provided by MathWorks, and then solely for purposes of identifying MathWorks' Programs.

10. EXPORT CONTROL. The Programs are subject to U.S. export control laws and may be subject to applicable export and import laws and regulations in other jurisdictions. Notwithstanding any other term of this Agreement or Third Party agreement, Licensee's rights under this Agreement may not be exercised by Licensee or any Third Party in violation of such laws and regulations, nor may this Agreement be transferred to any party where doing so would result in such a violation. The terms of any limitation on the use, transfer or re-export of the Programs included in any Destination Control Statement or other document provided by MathWorks for the purpose of export control shall prevail over any term in this Agreement. It shall be Licensee's responsibility to comply with the latest United States or other governmental export and import regulations with respect to all use of the Programs and Applications.

11. FEDERAL ACQUISITION. This provision applies to all acquisitions of the Programs and Documentation by, for, or through the federal government of the United States. By accepting delivery of the Programs or Documentation, the government hereby agrees that this software or documentation qualifies as commercial computer software or commercial computer software documentation as such terms are used or defined in FAR 12.212, DFARS Part 227.72, and DFARS 252.227-7014. Accordingly, the terms and conditions of this Agreement and only those rights specified in this Agreement, shall pertain to and govern the use, modification, reproduction, release, performance, display, and disclosure of

the Programs and Documentation by the federal government (or other entity acquiring for or through the federal government) and shall supersede any conflicting contractual terms or conditions. If this License fails to meet the government's needs or is inconsistent in any respect with federal procurement law, the government agrees to return the Programs and Documentation, unused, to MathWorks.

12. EUROPEAN UNION SOFTWARE DIRECTIVE. For any Licensed User properly licensed to use the Programs within the European Union, any contractual provisions of this Agreement contrary to laws implemented pursuant to Article 6 of Directive 2009/24/EC of the European Parliament and of the Council of 23 April 2009 on the legal protection of computer programs or to the exceptions provided for in Article 5(2) and (3) of such Directive shall be null and void solely to the extent decompiling, disassembling, or otherwise reverse-engineering of the Programs is necessary to enable the Licensee to achieve the interoperability of an independently created program with the Programs or any other permitted objectives specified by such laws implemented under such Directive (collectively, the "Permitted Objectives"), consistent with the Directive, provided that any such information gained is used solely for such Permitted Objectives and solely in the European Union.

13. TAXES, DUTIES, CUSTOMS. Absent appropriate exemption certificates or other conclusive proof of tax exempt status, Licensee shall pay all applicable sales, use, excise, value-added, and other taxes, duties, levies, assessments, and governmental charges payable in connection with this Agreement or the Licenses granted hereunder, excluding taxes based on or measured by MathWorks' income, for which MathWorks shall be solely responsible.

14. ASSIGNMENT. Licensee may not assign or otherwise transfer this Agreement or any License hereunder, by operation of law or otherwise, without the written consent of MathWorks. Licensee agrees that MathWorks may withhold such consent if it reasonably believes that Licensee is in breach of this Agreement or that the proposed assignment or transfer will cause a breach of this Agreement. In the case of any permitted or other lawful assignment or transfer, the terms of this Agreement including any License hereunder shall be binding upon, and inure to the benefit of, the transferee or assignee.

15. LIMITATION OF LIABILITY. The Programs should not be relied on as the sole basis to solve a problem or implement a design whose incorrect solution or implementation could result in injury to person or property. If a Program is employed in such a manner, it is at the Licensee's own risk and MathWorks and its Licensors explicitly disclaim all liability for such misuse to the extent allowed by law. MathWorks' and MathWorks' Licensors' liability for death or personal injury resulting from negligence or for any other matter in relation to which liability by law cannot be excluded or limited shall not be excluded or limited. Except as aforesaid, (a) any other liability of MathWorks and its Licensors (whether in relation to breach of contract, negligence or otherwise) shall not in total exceed the amount paid to MathWorks under this Agreement in the twelve month period preceding the claim in question, for the Program with respect to which the liability in question arises; and (b) MathWorks and its Licensors shall have no liability for any indirect or consequential loss (whether foreseeable or otherwise and including loss of profits, loss of business, loss of opportunity, and loss of use of any computer hardware or software). Some states do not allow the exclusion or limitation of incidental

or consequential damages, so the above exclusion or limitation may not apply to Licensee. Licensee agrees that prior to using or distributing any Application, it will thoroughly test and validate the Application and will be solely responsible for any problems or failures.

16. LIMITED WARRANTY/LIMITATION OF REMEDIES. MathWorks warrants that MathWorks, on its own behalf or through its Licensors, has the right to grant the License rights hereunder. MathWorks warrants that the physical media provided shall be free from defects in material and workmanship for a period of ninety (90) days from delivery, or it will be replaced by MathWorks at no cost to Licensee. MathWorks further warrants, for a period of one (1) year from delivery or for the term of the License, whichever is less, that each copy of each Program will conform in all material respects to the description of such Program's operation in the Documentation. In the event that a Program does not operate as warranted, Licensee's exclusive remedy and MathWorks' sole liability under this warranty shall be the correction or workaround by MathWorks of major defects within a reasonable time. Should such correction or workaround be impractical, MathWorks may, at its option, terminate the relevant License and refund the initial License fee paid to MathWorks for such Program. All requests for warranty assistance should be directed to The MathWorks, Inc., 3 Apple Hill Drive, Natick, MA 01760-2098, U.S.A.

17. DISCLAIMER OF WARRANTIES. Except for warranties expressly set forth in Article 16 of this Agreement (or as implied by law where the law provides that the particular terms implied cannot be excluded by contract), any and all Programs, Documentation, and Software Maintenance Service are delivered "as is" and MathWorks makes and the Licensee receives no additional express or implied warranties. MathWorks and its Licensors hereby expressly disclaim any and all other conditions, warranties, or other terms of any kind or nature concerning the Programs, Documentation, and Software Maintenance Service (including, without limitation, any with regard to infringement, merchantability, quality, accuracy, or fitness for a particular purpose or Licensee's purpose). MathWorks also expressly disclaims any warranties that may be implied from usage of trade, course of dealing, or course of performance. Except for the express warranties stated in Article 16 of this Agreement, the Programs, Documentation, and Software Maintenance Service are provided with all faults, and the entire risk of satisfactory quality, performance, accuracy, and effort is with Licensee. MathWorks does not warrant that the Programs and Documentation will operate without interruption or be error free. Some states and countries do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to Licensee. The warranty in Article 16 gives Licensee specific legal rights and Licensee may also have other rights which vary from state to state and country to country. Licensee accepts responsibility for its use of the Programs and the results obtained from their use. MathWorks shall have no support or warranty obligations, and disclaims all liability, for Applications developed or distributed by Licensee. Licensee will defend, indemnify, and hold harmless MathWorks and its Licensors, officers, directors, employees, agents and resellers from and against any damages, liabilities, costs and expenses (including reasonable fees of MathWorks' attorneys) arising out of any Third Party claim or demand based on or arising from, out of or in connection with (i) the creation, use, or distribution of any Applications by Licensee or any of its Affiliates or (ii) the use of the Programs by Licensee or any of its Affiliates in breach of this Agreement.

18. **GOVERNING LAW; JURISDICTION.** This Agreement shall be interpreted, enforced and construed and governed in all respects by the laws of the State of Delaware, United States of America, without regard to its conflicts of law provisions. Both parties consent to the jurisdiction of the federal and state courts located in the State of Delaware and consent to the service of process, pleadings and notices in connection with any and all actions initiated in such courts. The parties agree that a final judgment in any action or proceeding in Delaware shall be conclusive and binding and may be enforced in any other jurisdiction. To the extent that the acceptance of a contractual term contained in this Agreement is prohibited by reason of Licensee's sovereign immunity or any foreign, federal or state constitution, law, treaty, or regulation, the conflicting term of this Agreement shall be superseded only to the extent required. If any provision of this Agreement shall be otherwise unlawful, void, or unenforceable, that provision shall be enforced to the maximum extent permissible. In either case, the remainder of this Agreement shall not be affected. The parties agree that neither the U.N. Convention on Contracts for the International Sale of Goods nor the Uniform Computer Information Transactions Act, or any version thereof, in any form ("UCITA"), shall apply to this Agreement. To the extent that UCITA is applicable by reason of its adoption in a state, the parties agree to opt out of the applicability of UCITA pursuant to their Opt-Out provision(s).

19. **COMPLIANCE WITH LICENSES.** Licensee agrees to notify MathWorks promptly upon discovery of any failure to comply with this Agreement. Licensee agrees that, no more than once every twelve (12) months or within a reasonable time after a transfer, in addition to any other remedies at law or in equity, MathWorks or its authorized representative shall, upon reasonable prior notice, have the right to inspect Licensee's and Licensee's Affiliates' records, systems, and facilities, during normal business hours, to verify that Licensee's and its Affiliates' use of the Programs is in conformity with valid licenses and otherwise complies with this Agreement. If a verification discloses that Licensee's or any of its Affiliates' use is not in conformity with a valid license, Licensee shall immediately take all necessary steps to cure any past defaults, including paying any unpaid license fees, to bring Licensee's or any of its Affiliates' use into conformity.

20. **LICENSE MANAGEMENT AND USAGE INFORMATION.** The Programs contain technology for license management and for the prevention of unlicensed use. When Programs are activated, installed, or first used by a Licensed User, and periodically for license management and product improvement purposes, information about the License, use of the Programs, and the Computer will be transmitted to MathWorks. This data includes the License information, Computer identification, and location. Some License Offerings also require the MathWorks Account information and the operating system user name for the Licensed User. See MathWorks privacy policy at [www.mathworks.com/privacy](http://www.mathworks.com/privacy).

21. **HEADINGS.** The inclusion of headings is for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

22. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding of the parties and may not be modified, amended, or superseded except by a written agreement signed by MathWorks and Licensee. In the event of any conflict between this Agreement and any purchase order executed by Licensee (whether executed before or after this Agreement), this Agreement shall prevail.



23. DEFINITIONS. The definitions are an integral part of this Agreement.

23.1. "Affiliate" means a legal entity which is controlled by, or controls, or is under common control with Licensee. Control means (i) beneficial ownership of at least fifty percent (50%) of the voting securities of a corporation or other business organization with voting securities, or (ii) a fifty percent (50%) or greater interest in the profits and capital of a partnership or other business organization without voting securities, provided that no other individual or entity other than the Licensee also has an equal fifty percent (50%) ownership or interest in the legal entity. Notwithstanding the foregoing, unless MathWorks provides its express written consent to treat the entity as an Affiliate, an Affiliate shall not include any entity to which MathWorks has expressly refused to license (or grant access under a license to) its software products or any entity that had a license for MathWorks software products that MathWorks expressly terminated.

23.2. "Application" means binary executable software that runs independently of the Programs, consisting of one or more software files that Licensee has created by either (a) using a Program to compile or translate Licensee created Source Code or (b) incorporating or linking any part of any compiled Source Code, library file, or other Program Component provided with the Program. An Application must contain original code developed by Licensee and must provide substantial functionality not contained in, or provided by, the Program Components that are incorporated into such Application. If a software file created by a Licensee incorporates Program Components, but does not meet the requirements of the previous two sentences, then it is a Derivative Form (as defined below). An Application may contain Linked Object Code which, if such Object Code was not linked to the Application and was a standalone file, would otherwise have been deemed a Derivative Form.

23.3. "Application License" means a license for an Application that contains terms and conditions that (a) are at least as restrictive as the terms and conditions of this Agreement; (b) explicitly exclude MathWorks and its Licensors from all liability for damages or remedies; (c) do not provide a warranty for any Program; (d) do not transfer or convey any use or deployment rights for any Program without MathWorks' consent; and (e) prohibit the removal of any copyright, trademark, logo, proprietary rights, disclaimer or warning notice included on or embedded in any part of the deployed Application. Further, if Licensee's Application is generated with the MATLAB Compiler, then Licensee's Application License shall include or incorporate by reference the terms of the MATLAB Runtime License included in a text file at [MCR Install Directory]\[version\_number]\MCR\_license.txt located within the installation for the MATLAB Runtime.

23.4. "Computer" means either (i) a single physical hardware system containing a single motherboard running an operating system, or (ii) a virtual machine running an operating system.

23.5. "Derivative Form" means one or more software files that Licensee has derived from one or more Program Components (including without limitation by incorporating, translating, or modifying, in whole or in part, any



Program Component), and which, if modified or copied without MathWorks' authorization, would constitute a copyright infringement or breach of the Agreement. A software file created by Licensee which qualifies as an "Application" under the above definition shall not be deemed a Derivative Form.

23.6. "Documentation" means the user guides, if any, accompanying delivery of a Program or made available at [mathworks.com/help](https://mathworks.com/help), as may be updated from time to time, including the bug reports made available at [mathworks.com/support/bugreports](https://mathworks.com/support/bugreports) and the Program Offering Guide. Documentation may be delivered in any medium or language.

23.7. "Internal Operations" means the use of a Program by employees, consultants, student interns, and software administration contractors of Licensee or an Affiliate on behalf of the Licensee or Affiliate.

23.8. "License Manager" means the license management software provided for use with the Program(s).

23.9. "License Offering" means the specific rights, restrictions, and obligations under which Licensee may install and use a Program for the applicable License term as further described in the Program Offering Guide.

23.10. "Licensed User" means an individual authorized by MathWorks, Licensee or an Affiliate to use the Programs for Licensee's Internal Operations, to the extent permitted by the License Offering acquired.

23.11. "Licensee" means you, whether an individual or an entity, to whom MathWorks grants the License, and who is responsible for complying with the contractual obligations of this Agreement and ensuring that anyone permitted access to the Programs also complies with such obligations.

23.12. "Licensor" means the person who, or entity which, grants a license to MathWorks to redistribute that person's or entity's intellectual property.

23.13. "Linked" means an executable or loadable file created by a compiler or linker program combining Object Code module files.

23.14. "MATLAB Runtime" means MATLAB Runtime support libraries and other files for deployment of Applications.

23.15. "Object Code" means the code created by a system compiler from source code; also called "machine-readable code." Object Code can be Linked with an appropriate linker to resolve address references and may be combined with other Object Code for targeted execution on a specific processor. Object Code includes "Object Code libraries" and "shared libraries," which are groupings of Object Code for specific purposes.

23.16. "Perpetual License" means the right to use the License indefinitely provided that the Licensee always remains in compliance with the terms of this Agreement.

23.17. "Program" means the software licensed hereunder, including Program

Components, Documentation, enhancements, and error corrections. Each product licensed hereunder is a separate Program.

23.18. "Program Component" means any portion of, or file provided with, a Program.

23.19. "Program Offering Guide" means the Program Offering Guide for this release, presented after this Agreement.

23.20. "Source Code" means human-readable code written in a higher-level language such as C, C++, Java, MATLAB, MDL, SLX, VHDL, Verilog, or Fortran, which must be translated or compiled into machine-readable code before it can be executed by a computer. Source Code also includes header files and other human-readable files necessary for a Program to be compiled in the higher-level language.

23.21. "Third Party" means any person or legal entity that is not MathWorks, the Licensee, or an Affiliate.

23.22. "Transformation Program" means a Program whose primary purpose is to transform input files into output files without user interaction, including Programs used for the principal purpose of compiling, translating, or generating Source Code and Programs used for the principal purpose of verification, validation or inspection of design or Source Code, or report generation. See the Program Offering Guide for a full list of Transformation Programs.

03/2017

20365

## Program Offering Guide

Release 2020b

### About This Guide

This Program Offering Guide is an integral part of the Documentation for Release 2020b.

- \* Part One describes each of the different License Offerings.
- \* Part Two explains your limited rights to modify Program Components and distribute Applications that are made using the Programs that you license from MathWorks.
- \* Part Three explains how you are permitted to use the Programs in Automation Servers and External Applications, and identifies the Transformation Programs for which Client Access Licenses may be required to provide server access or system automation.

\* Part Four provides information about MathWorks Software Maintenance Service.

\* Part Five contains a Glossary of definitions of capitalized terms used in this Program Offering Guide. Any capitalized terms used in this Program Offering Guide that are not in the Glossary are defined in The MathWorks, Inc. Software License Agreement (the "Software License Agreement").

The Software License Agreement contains additional rights, restrictions, and obligations that apply to your licensed Programs and Applications.

## Part One: License Offerings

A License Offering is comprised of:

(i) a License Option that specifies principally how the License Offering works and is measured or counted;

(ii) a License Use that specifies who can use the Programs in terms of the types of organizations, individuals, or activities eligible to use the License Offering; and,

(iii) Specific Program Use Rights for individual Programs, if applicable.

Each License Offering is subject to the applicable term of the License: Perpetual, Annual, or other specific term.

The sections below provide the specific details of each License Option, License Use, and the Specific Program Use Rights.

### 1. License Options

#### 1.1. Individual License Option

(i) The Individual License Option provides for use of Programs by a single Named User.

(ii) A Named User may install the Programs on up to four (4) different Computers but may not use a Program on more than two (2) Computers simultaneously, except that Student and Home Licenses are limited to a single Computer.

(iii) The Licensee may redesignate the Named User authorized to use a Program, whether temporarily or not, up to four (4) times in any twelve (12) month period, except that Student and Home Licenses are not transferable.

(iv) The Computer login of the Named User may not be shared with any other individual.

#### 1.2. Designated Computer License Option

(i) The Designated Computer License Option provides for use of Programs on a single, physical (not virtual) designated Computer.

(ii) The Programs may be operated by only one Licensed User at any given time.

(iii) The Programs must be operated from the Designated Computer's console, except for remote access as allowed in Section 1.7 below.

(iv) The Licensee may redesignate the Computer, whether temporarily or not, up to four (4) times in any twelve (12) month period.

### 1.3. Network Named User License Option

(i) The Network Named User License Option provides for a specified number of designated Named Users to use the Programs on any Computer that is connected to the same, single License Manager.

(ii) The License Manager must be activated on a single Computer.

(iii) The Programs may be operated by Named Users on Computers served by the same, single License Manager up to the maximum number of Named Users licensed for each Program.

(iv) A Named User may not use a Program on more than two (2) Computers simultaneously.

(v) The Programs may be installed on individual Computers to accelerate startup times as long as the use on all Computers is controlled by the same, single License Manager.

(vi) The Licensee may redesignate the Named Users for a Program, whether temporarily or not, up to four (4) times in any twelve (12) month period.

(vii) A Computer login of a Named User may not be shared with any other individual.

(viii) For Programs that require MATLAB, Named Users of such Programs must also have a Network Named User license for MATLAB.

(ix) The Network Named User License Option is only available for Standard

### 1.4. Concurrent License Option[fn1]

(i) The Concurrent License Option provides for a specified number of concurrent keys for each Program on the License that may be used simultaneously by Licensed Users on any Computer that is connected to the same, single License Manager.

(ii) Before using a Program on any Computer, the Licensed User must check out a separate concurrent key from the License Manager for that Computer.

(iii) The License Manager must be activated on a single Computer.

(iv) The Programs may be installed on individual Computers to accelerate startup times as long as the use on all Computers is controlled by the

same, single License Manager.

(v) Licensees are prohibited from providing Program access to users located outside the Country<sup>[fn2]</sup> for which the Program is licensed unless Licensee has contracted for global use.

(vi) For Academic and Classroom License Uses, installation of the Programs on students' own Computers is not permitted.

#### 1.5. Total Headcount License Option

(i) The Total Headcount License Option provides for use of the Programs by a certain institution, organization, location, or other identified group of users, in accordance with the Campus-Wide and Primary and Secondary Schools License Uses described in Section 2 below.

#### 1.6. Enterprise License Option

(i) The Enterprise License Option provides for use of the Programs by all employees and consultants of Licensee and approved Affiliates on Computers controlled by Licensee, and is only available for Standard License Use.

#### 1.7. Remote Desktop and Shared Desktop

This section applies to all License Options above.

(i) Remote Desktop: A Licensed User may remotely access Programs using the Microsoft(r) Remote Desktop connection feature or similar technologies. For the Designated Computer License Option, only one named Licensed User may remotely access the Programs for software administration purposes, such Licensed User not to be redesignated more than four (4) times in any twelve (12) month period.

(ii) Shared Desktop: A Licensed User may share remotely the desktop view of a Program session with another individual for assistive or demonstrative purposes only, using Microsoft(r) Remote Assistance technology, Skype(r) conferencing software, or similar technologies.<sup>[fn3]</sup>

### 2. License Uses

#### 2.1. Standard

(i) Standard Licenses are available for commercial, government, or other organizational use and are restricted to Internal Operations.

(ii) The Standard License is available under any of the License Options described above except for the Total Headcount License Option.

#### 2.2. Educational Institutions

(i) Educational Institution Licenses are available solely to degree-granting educational institutions and primary and secondary schools licensing the Programs for Academic Internal Operations.

(ii) Use rights and associated License Options are determined based on the

type of License acquired: Academic, Classroom, Campus-Wide, or Primary and Secondary Schools.

(iii) Technical support and installation support are available for faculty and academic staff. Installation support is available for students.

(iv) Data Center Use: Academic Internal Operations includes the installation and use of the Programs in a data center, high performance computing center, or other academic computing resource controlled by Licensee ("Data Center") by any individual who has been granted access to the Data Center by Licensee for the purpose of performing software administration, teaching, or noncommercial academic research. In the case of Data Center use by an individual who is not an enrolled student, employee, or other academic staff of Licensee, downloading and use of any Programs on the individual's Computer or any other Computer not controlled by Licensee is expressly prohibited.

#### 2.2.1. Academic

(i) Program use is restricted to individuals listed in the definition of Academic Internal Operations (see Glossary).

(ii) The Academic License is available under any of the Individual, Designated Computer or Concurrent License Options.

#### 2.2.2. Classroom

(i) Program use is restricted to students, instructors, and software administrators in on-campus facilities that are used solely in support of classroom instruction of students.

(ii) The Classroom License is available under either the Designated Computer or Concurrent License Option.

(iii) Research use is not permitted.

#### 2.2.3. Campus-Wide

(i) Program use is restricted to individuals listed in the definition of Academic Internal Operations (see Glossary) on Computers owned or leased by the institution or by such individual.

(ii) The Campus-Wide License is available solely under the Total Headcount License Option.

#### 2.2.4. Primary and Secondary School

(i) Program use is restricted to all faculty, academic staff, and students of the school on Computers owned or leased by the school or by the individual faculty, staff, or student.

(ii) Primary and Secondary School Licenses are available solely to primary and secondary schools under the Total Headcount License Option.



(iii) Each Primary and Secondary School License is limited to a single physical address.

### 2.3. Student

(i) Student Licenses may be licensed by students enrolled in degree-granting educational institutions, or primary and secondary schools, or those participating in a continuing education program at a degree-granting educational institution. A Licensee may use the Programs only on a single physical (not virtual) Computer owned or leased by the student.

(ii) A Student License may also be licensed by teachers at primary and secondary schools for course preparation and teaching, and the Student License may be installed on Computers owned or leased by the teacher or school.

(iii) A Student License may not be used for activities that are commercial, for profit, professional (except for primary and secondary school teachers using the License for the purpose of teaching at such schools), government, or revenue-generating.

(iv) The Programs may only be accessible to, and used by, the Licensee.

(v) Technical support for Student Licensees is limited to installation support.

(vi) A Student License is not transferable.

(vii) Returns and refunds of Student License purchases are subject to the refund policies at the time and point of purchase.

### 2.4. Home

(i) A Home License may be licensed by an individual and may be used only for personal use. A Home License may not be used for activities that are commercial, for profit, professional, academic, government, or revenue-generating.

(ii) A Licensee of a Home License may use the Programs only on a single physical (not virtual) Computer owned or leased by the Licensee.

(iii) The Programs may only be accessible to, and used by, the Licensee.

(iv) Technical support for Home Licensees is limited to installation support.

(v) A Home License is not transferable.

(vi) Returns and refunds of Home License purchases are subject to the refund policies at the time and point of purchase.

## 3. Specific Program Use Rights

### 3.1. MATLAB Parallel Server

#### 3.1.1. General Use Rights

Licensed Users of MATLAB Parallel Server may run simultaneous sessions of certain Programs on one or more Computers through MATLAB Parallel Server, subject to the restrictions below:

(i) The number of simultaneous Program sessions by all Licensed Users may not exceed the number of worker instances licensed, except that if a Licensed User has 200 worker instances checked out, the Licensed User can scale to an unlimited number of worker instances without checking out any additional worker instances. (This does not apply to on-demand use of MATLAB Parallel Server. See Section 3.1.2 below for details.)

(ii) You must have access to a valid license to Parallel Computing Toolbox and any Programs you wish to use in order to be able to run sessions of such Programs through MATLAB Parallel Server. However, a license to Parallel Computing Toolbox is not required when running Polyspace Bug Finder Server or Polyspace Code Prover Server with MATLAB Parallel Server, or when running Applications generated with a Compiler Program.

(iii) Access to MATLAB Parallel Server may be made available to Licensed Users globally.

(iv) Access to MATLAB Parallel Server may not be made available to any Third Party unless expressly allowed by your License Use.

#### 3.1.2 MATLAB Parallel Server On-Demand Use Rights

On-demand use of MATLAB Parallel Server allows you to pay based on usage. Subject to all other restrictions in Section 3.1.1 above, Licensed Users of MATLAB Parallel Server may scale the number of worker instances on the following additional terms:

(1) Licensee uses online licensing; and (2) Licensee agrees to pay all MATLAB Parallel Server on-demand fees incurred by its Licensed Users applicable to their on-demand use, if any, of worker instances. Any fees that may be due to any cloud providers for use of their platforms, programs, or services are separate and are the responsibility of the Licensee.

### 3.2. MATLAB Production Server

Licensed Users of MATLAB Production Server are permitted to install and use MATLAB Production Server for the sole purpose of scheduling and running Applications generated with Licensee's validly licensed Compiler Program, provided that the number of worker instances running simultaneously on one or more Computers does not exceed the number of worker instances acquired. Licensee may make the Applications running on MATLAB Production Server accessible to end-users globally, including Third Parties, via a web interface, or other interface provided by Licensee, subject to the restrictions of Part Two, Section 3.1 of this document (Deployment Rights; Compiler Programs).

### 3.3. MATLAB Web App Server

Licensed Users of MATLAB Web App Server are permitted to install and use MATLAB Web App Server globally to run Applications, provided that the total number of server instances does not exceed the number of server instances acquired. End-users of the Applications need not be Licensed Users of MathWorks Programs and can access the Applications through a web browser.

### 3.4. MATLAB Online Server

Licensed Users of MATLAB Online Server are permitted to install and use MATLAB Online Server globally to run MathWorks Programs, provided that the total number of server instances does not exceed the number of server instances acquired. End-users of Programs running on MATLAB Online Server must have a valid license to any such Programs.

### 3.5. Polyspace Bug Finder Server and Polyspace Code Prover Server

Licensed Users of Polyspace Bug Finder Server and Polyspace Code Prover Server are permitted to install and use such Programs, provided that the number of worker instances running simultaneously on one or more Computers does not exceed the number of worker instances acquired.

## Part Two: Deployment Rights

The Software License Agreement grants a Licensee and its Licensed Users ("you") the limited rights to install and use Programs in accordance with the License Offering you acquire. The Software License Agreement does not grant you the right to modify or distribute Programs or Program Components or create derivative works. This Part Two sets forth additional limited rights to modify, create derivative works of, and/or distribute certain Program Components as specifically set forth below.

Certain Programs, such as the Compiler Programs and the Coder Programs, generate output in the form of Source Code, Object Code, or other files and materials. For example, MATLAB Compiler and Simulink Compiler can be used to create an executable program, and MATLAB Coder and other Coder Programs can be used to generate Source Code in C and C++. Under certain circumstances described below, you are permitted to use and distribute the files, models, Applications, and Generated Forms that you create using the Programs.

Some Programs are technically prevented from being compiled, distributed, called from an external application, or used with MATLAB Parallel Server.

All rights described below are limited by the restrictions of your License Offering, this Program Offering Guide, and the Software License Agreement.

#### 1. Deployment Rights for User Files

You may distribute or sublicense User Files without restriction, provided that a principal purpose of the distribution or sublicense is not to replace or replicate a Program or any part of a Program and you otherwise comply with the

general restrictions of the Software License Agreement and your License Offering. "User Files" are MATLAB code files, Simulink model files, files generated by RoadRunner Programs, MEX-files, MAT-files, VHDL-files, Verilog-files, FIG-files or P-files that you create and that do not include any code obtained from MATLAB code files, Simulink model files, MAT-files, VHDL-files, Verilog-files, TLC-files, P-code, C/C++ files or other Source Code files supplied with the Programs.

## 2. Deployment Rights for Derivative Forms

Your rights to create, use and distribute Derivative Forms are limited to those rights expressly set forth in this Section 2.

You may distribute Derivative Forms to Third Parties only (a) as expressly permitted in Section 3.4 (API Code) below, or (b) if the Third Party is bound by a Software License Agreement with MathWorks that requires such Third Party to treat such Derivative Forms received from you as its own Derivative Form under its Software License Agreement.

If you receive software that is a Derivative Form under a Third Party's Software License Agreement with MathWorks, or would otherwise be a Derivative Form under the terms of your Software License Agreement, then you must treat such software as a Derivative Form as if you modified or generated the software yourself.

## 3. Deployment Rights for Generated Forms and Applications

Your rights to create, use and distribute Generated Forms and Applications are limited to those rights expressly set forth in this Section 3.

No further license or royalty fees shall be due to MathWorks for deployment as expressly permitted in this Section, regardless of whether the deployment is solely for your Internal Operations or to Third Parties.

### 3.1. Compiler Programs

If you license a Compiler Program, you may create and deploy Applications generated by the Compiler Program that meet the requirements of this Section and comply with the restrictions in the Software License Agreement.

These Applications may include compiled versions of MATLAB code files or Simulink model files, but only as required for the Application and from Programs that you have licensed. You may also use and distribute the MATLAB Runtime together with these Applications for the sole purpose of running the Applications. However, you are prohibited from making copies of the MATLAB Runtime accessible to any Third Party separate from or for use other than with your Application, and from providing the MATLAB Runtime for service bureau or similar service use.

If you license Parallel Computing Toolbox (PCT) and generate an Application using any functionality of PCT, that Application may enable up to the number of worker instances provided by PCT used to build the Application. End-users of your Application do not need to have a license to PCT.

Your exercise of any of the rights granted here is subject to the restrictions in the Software License Agreement, including the following:

- i) You may not distribute any library header files.
- ii) You may not use your Application to enable access to the code generation capabilities of Programs or the capabilities of other Transformation Programs.
- iii) Your Application may not provide capability similar to the capabilities of any of Programs, or provide functionality or behavior similar to that of the MATLAB command line or scripting and programming capabilities. Your Application also may not enable evaluation of end-user code or expressions.
- iv) Your Application may not provide access to all or a substantial portion of a Program.
- v) You must include the notice "MATLAB(r). (c) 1984 - [INSERT YEAR MATLAB VERSION PUBLISHED] The MathWorks, Inc." in your Application's About Box, or similar visible location, and in the applicable documentation distributed with each copy of your Application.
- vi) You may not modify or remove any proprietary notices included with Programs or Program Components. However, you are permitted to remove the MathWorks logo icon within the figure title bar of your Application and replace it with a different icon.

### 3.2. Coder Programs

This Section discusses the deployment rights MathWorks grants you in conjunction with your license and use of the Coder Programs: 1) MATLAB Coder, 2) Simulink Coder, 3) Embedded Coder, 4) HDL Coder, 5) Filter Design HDL Coder, 6) Simulink PLC Coder, and 7) GPU Coder.

The Coder Programs take content that you choose to input. Depending on the Coder Program you use, the input could be a Simulink model, a Stateflow diagram, or MATLAB code. The Coder Program then converts this input to code in C/C++, VHDL/Verilog or PLC structured text. You may copy and deploy these Generated Forms for use outside of the Programs.

In order to enable this output code to work, each of these Coder Programs will link in certain files proprietary to MathWorks, which may include C, C++, Assembly, linker command files, template makefiles, project files, or TLC source code files. You may only copy, modify, and deploy these proprietary MathWorks files in Source Code or Linked Object Code form for different development targets when used with the Coder Programs or with code generated by the Coder Programs as part of, and only as required by, a larger standalone application. A standalone application is an Application created using programming languages and tools other than the Programs, which executes outside of the Programs.

### 3.3. Simulink Real-Time

You may use Simulink Real-Time to develop Applications that include Object Code derived from Program Components of Simulink Real-Time that are required by the Application and that have been compiled or otherwise obtained from Simulink Coder on a single development Computer, download that Application to a target Computer, and distribute that Application beyond the target Computer.

### 3.4. API Code

Programs you license may include selected Source Code and shared Object Code library files that implement various documented application programming interface (API) capabilities.

You may use and modify such Source Code files solely for creation of your own Application. You may copy and distribute Object Code compiled from this Source Code, but only as either a standalone Object Code file or Object Code linked to your Application, and only for use with and deployment of your own Application.

You may use, copy and distribute shared Object Code library files from the Programs for deployment of your own Application, but only if a header file exists in the Program for the shared library file. However, you may not copy or distribute the header files. You may not transfer Source Code, development rights or development capabilities for any Source Code or Object Code from the Programs to any Third Party.

### 3.5. MAT-Files

You may create and distribute Applications that read MAT-files using the MAT-file API, but if you distribute such Applications to third parties, they must also implement MAT-file write capability. As an exception to Section 3.4 above, in connection with Applications that read and write MAT-files, you may use, copy, and distribute certain shared Object Code library files even if no header file exists in the Program for the shared library file. Consult the documentation on Sharing MAT-file Applications for a list of permitted files.

## 4. Application License

If you are distributing an Application, you must accompany the Application with a written Application License. See the Glossary for Application License requirements. The only exceptions to this requirement are when you are distributing an Application solely for Internal Operations, or within an embedded system not covered by a license agreement.

## Part Three: Automation Servers and External Applications

Your rights to use the Programs in Automation Servers and External Applications are set forth in this Part Three.

### 1. Definitions



"Automation Server" means an automated, batched, cron, scheduled, or unattended process for software development, simulation, code generation, validation, verification, or deployment or any other type of Program execution that processes Program Input Artifacts. Automation Server includes server farm, cluster, grid, build system, continuous integration system, regression server, data center, and similar types of systems. Automation Server also means an individual executing a Program to process Program Input Artifacts on behalf of other individuals in order to minimize or avoid purchasing additional licenses for such Program. "External Application" means an external interface or application, such as a web application or an application written in another language, that calls or invokes the Programs.

"Personal Automation Server" and "Personal External Application" mean, respectively, an Automation Server or External Application wherein 1) the Automation Server or External Application is used solely by you as an individual solely on your own Program Input Artifacts, and 2) no other individuals submit, or otherwise provide or allow you to use in any form, Program Input Artifacts to the Automation Server or External Application.

"Program Input Artifact" means a file (e.g., a MATLAB file, Simulink model, or Source Code file) used as input to a Program in an Automation Server or External Application.

## 2. Program Use in Automation Servers and External Applications

You may use Programs in Automation Servers and External Applications in accordance with the conditions in this Section 2. Additional conditions apply to Transformation Programs, as described in Section 3 below.

The following provisions (i)-(vii) apply to any use of Programs in Automation Servers and External Applications:

- i) Programs may be run on Personal Automation Servers or Personal External Applications.
- ii) Programs may be run on Automation Servers using physical or virtual machines.
- iii) Programs may be run on Automation Servers using shared administrative logins.
- iv) Only Licensed Users of a Program may create or modify Program Input Artifacts that are processed by that Program running on an Automation Server.
- v) External Applications may be used by any individual or entity, including Third Parties.
- vi) External Applications must not: provide access to the MATLAB command line; provide access to an entire Program, a substantial portion of a Program, or a specific function of a Program; or enable evaluation of end-user code or expressions.

vii) Programs must be contracted for global use if Program Input Artifacts used in the Automation Server or External Application are created in different regions, unless the Programs are licensed under an Educational Institution License Use.

The following provisions (viii)-(x) apply to use of Programs in Automation Servers and External Applications, licensed under specific License Options:

viii) Programs licensed under Individual or Network Named User License Option: Programs may be run on an Automation Server or from an External Application if the Program license is dedicated to this use and is not used for other purposes, and the Program is not used on more than one (1) Computer at any time.

ix) Programs licensed under Designated Computer License Option: Programs may be run on an Automation Server or from an External Application if the Program license is dedicated to this use and is not used for other purposes.

x) Programs licensed under Concurrent License Option, Total Headcount License Option or Enterprise License Option: Programs may be run on an Automation Server or from an External Application.

### 3. Transformation Programs and Client Access Licenses

#### 3.1. Transformation Programs

The Transformation Programs are:

MATLAB Coder

Simulink Coder

Embedded Coder

HDL Coder

Filter Design HDL Coder

Simulink PLC Coder

GPU Coder

MATLAB Compiler

MATLAB Compiler SDK

Simulink Compiler

Simulink Code Inspector

Simulink Design Verifier

Polyspace Bug Finder

Polyspace Code Prover

RoadRunner Scene Builder

Section 3.14 of the Software License Agreement states that you are not permitted to "create a server or automated system for the Transformation Programs without obtaining a license from MathWorks that expressly allows such

use." The Transformation Programs may be used in Personal Automation Servers or Personal External Applications. The Transformation Programs may only be used in Automation Servers or External Applications if you have sufficient licenses as described in Section 3.2 below.

Polyspace Bug Finder and Polyspace Code Prover may not be used in an Automation Server except to prepare and initiate analysis performed by Polyspace Bug Finder Server and Polyspace Code Prover Server when used in conjunction with MATLAB Parallel Server.

RoadRunner Scene Builder may not be used in an Automation Server. It may, however, be used by an individual to process Program Input Artifacts on behalf of other individuals working in the same, single vehicle program without purchasing additional licenses for RoadRunner Scene Builder for such other individuals. "Vehicle program" means a feature or suite of features for automated driving, marketed or intended to be marketed under a single name. Any use for other vehicle programs requires the purchase of additional licenses.

### 3.2. Client Access Licenses

Client Access Licenses (CALs) are licenses that give you the right to use Transformation Programs to process Program Input Artifacts in an Automation Server, or to call Transformation Programs from an External Application, if you do not otherwise have sufficient licenses for the Transformation Programs.

CALs are only offered for Standard Licenses and only with an Annual term.

If a Licensee is using a Transformation Program to process Program Input Artifacts in an Automation Server, or calling a Transformation Program from an External Application:

- \* For Transformation Programs in the MATLAB and Simulink product families, the Licensee's total number of licenses (including CALs) for the Transformation Program must be no less than the number of MATLAB or Simulink licenses used to create or modify the Program Input Artifacts.
- \* For Transformation Programs in the MATLAB and Simulink product families licensed under the Concurrent License Option, the Licensee's total number of licenses (including CALs) for the Transformation Program may instead be based on the number of Licensed Users of MATLAB or Simulink licenses used to create or modify the Program Input Artifacts.
- \* For Transformation Programs in the MATLAB and Simulink product families

licensed under the Enterprise License Option, each user's total desktop usage of the Transformation Program (including CALs for such Transformation Program), must be no less than such user's total desktop usage of the MATLAB or Simulink licenses used to create or modify the Program Input Artifacts processed by such Transformation Program.

Examples:

1. Licensee uses MATLAB to create or modify MATLAB files processed by MATLAB Compiler in an Automation Server or External Application.

- \* If Licensee has 5 Individual licenses of MATLAB and 2 Individual licenses of MATLAB Compiler, Licensee needs to purchase 3 Individual MATLAB Compiler CALs.
- \* If Licensee has 5 Individual licenses of MATLAB and 5 Individual licenses of MATLAB Compiler, no CALs are needed.

2. Licensee uses Simulink to create or modify Simulink models processed by Simulink Coder in an Automation Server or External Application.

- \* If Licensee has a Concurrent license with 10 Simulink keys and 3 Simulink Coder keys, Licensee needs 7 Simulink Coder CAL keys.
- \* If Licensee has a Concurrent license with 10 Simulink keys and 10 Simulink Coder keys, no CAL keys are needed.

#### Part Four: Software Maintenance Service and Updates

##### 1. Software Maintenance Service

MathWorks Software Maintenance Service is required in order to receive the following services:[fn4]

- \* Product general releases with new features, enhancements, and bug fixes
- \* Direct technical support by phone, email, and web
- \* Ability to add new Programs[fn5]
- \* Access and storage for online services including MATLAB Mobile, MATLAB Drive, and MATLAB Online
- \* Access to prereleases of Programs that are available for pre-release
- \* Add-ons and Support Packages via Add-On Explorer
- \* Converting License Option[fn6]
- \* Transferring Programs[fn5,fn6]
- \* Changing country of Licensed Users or changing License to global use[fn6]
- \* Enhanced web access to trial licenses of Programs

You must keep your Software Maintenance Service up to date to receive these services uninterrupted. For Annual and Term licenses, Software Maintenance Service is included as part of the license and will expire automatically at the end of the term. For Perpetual licenses, the first year of Software Maintenance Service is included with the initial purchase and you must renew annually after that.

Fees for subsequent year Software Maintenance Service renewals are calculated based on the Programs and License Offering. Software Maintenance Service must be purchased for a minimum of one year (12 months) forward.

#### 1.1 Fees for Lapsed Software Maintenance Service

For Perpetual licenses, if your Software Maintenance Service has expired without being renewed, you may reinstate it by paying the fees described below. Reinstating will provide access to all Software Maintenance Service services available at the time of reinstatement, including the latest versions of Programs licensed.

Your quote to reinstate lapsed Software Maintenance Service for Programs will include fees for the forward service period, any applicable back maintenance fees for the lapsed period, and a reinstatement fee of 25% of the annual cost of Software Maintenance Service. These fees are subject to change.

## 2. Updates

As needed, MathWorks provides software Updates between general releases of the Programs. Updates for a general release are available to all Licensees who have access to that general release. Software Maintenance Service is not required to receive Updates.

Updates provide bug and security fixes that you can apply to an existing installation. Updates are available for general releases starting with R2013b.

You can receive information about Updates through MATLAB desktop notifications or through the Bug Report System on the MathWorks website at <https://www.mathworks.com/support/bugreports/>. The Bug Report System provides information about bugs, security issues, workarounds, and Updates, and allows you to create a watchlist to be notified automatically via email about issues of interest.

## Part Five: Glossary of Terms

"Academic Internal Operations" means the use of the Programs by enrolled students, employees (faculty and academic staff), and other academic staff (including visiting professors and researchers), provided that such other academic staff have been granted institution email accounts and internal network login privileges by the Licensee. Such use must be in accordance with the Educational Institutions License Use acquired, for the purpose of (i) in the case of employees and other academic staff, performing software administration, teaching, and noncommercial, academic research in their ordinary course; and (ii) in the case of enrolled students, meeting classroom requirements of courses and study offered by the Licensee. Academic Internal

Operations includes Data Center Use as described in Part One, Section 2.2(iv) above.

"Application" means binary executable software that runs independently of the Programs, consisting of one or more software files that Licensee has created by either (a) using a Program to compile or translate Licensee created Source Code or (b) incorporating or linking any part of any compiled Source Code, library file, or other Program Component provided with the Program. An Application must contain original code developed by Licensee and must provide substantial functionality not contained in, or provided by, the Program Components that are incorporated into such Application. If a software file created by a Licensee incorporates Program Components, but does not meet the requirements of the previous two sentences, then it is a Derivative Form (as defined below). An Application may contain Linked Object Code which, if such Object Code was not Linked to the Application and was a standalone file, would otherwise have been deemed a Derivative Form.

"Application License" means a license for an Application that contains terms and conditions that (a) are at least as restrictive as the terms and conditions of the Software License Agreement (b) explicitly exclude MathWorks and its Licensors from all liability for damages or remedies; (c) do not provide a warranty for any Program; (d) do not transfer or convey any use or deployment rights for any Program without MathWorks consent; and (e) prohibit the removal of any copyright, trademark, logo, proprietary rights, disclaimer or warning notice included on or embedded in any part of the deployed Application. Further, if Licensee's Application is generated with a Compiler Program, then Licensee's Application License shall include or incorporate by reference the terms of the MATLAB Runtime License included in a text file at [MCR Install Directory]\[version\_number]\MCR\_license.txt located within the installation for the MATLAB Runtime.

"Coder Programs" means Simulink Coder, MATLAB Coder, Embedded Coder, HDL Coder, Filter Design HDL Coder, Simulink PLC Coder, and GPU Coder.

"Compiler Programs" means MATLAB Compiler and Simulink Compiler.

"Derivative Form" means a software file that Licensee has derived from one or more Program Components (including without limitation by incorporating, translating, or modifying, in whole or in part, any Program Component), and which, if modified or copied without MathWorks' authorization, would constitute a copyright infringement or breach of the Agreement. A software file created by Licensee which qualifies as an "Application" under the above definition shall not be deemed a Derivative Form.

"Generated Form" means the output of the Transformation Programs in the form of Source Code or Object Code, as well as such Source Code converted to Object Code or Linked forms.

"Internal Operations" means the use of a Program by employees, consultants, student interns, and software administration contractors of Licensee or an Affiliate on behalf of the Licensee or Affiliate.

"Linked" means an executable or loadable file created by a compiler or linker program combining Object Code module files.



"MATLAB Runtime" means MATLAB Runtime support libraries and other files for deployment of Applications created with a Compiler Program. MATLAB Runtime is a Program Component of the MATLAB Compiler.

"Named User" means a Licensed User, that must be an individual, designated and identified by the Licensee as the "Named User" for a License to a Program, and in respect to the Network Named User License Option, listed in the license options file.

"Object Code" means the code created by a system compiler from source code; also called "machine-readable code." Object Code can be Linked with an appropriate linker to resolve address references and may be combined with other Object Code for targeted execution on a specific processor. Object Code includes "Object Code libraries" and "shared libraries," which are groupings of Object Code for specific purposes.

"Program" means the software licensed under the Software License Agreement, including Program Components, Documentation, enhancements, and error corrections. Each product licensed is a separate Program.

"Program Component" means any portion of, or file provided with, a Program.

"Source Code" means human-readable program code written in a higher-level language such as C, C++, Java, MATLAB, MDL, SLX, VHDL, Verilog, or Fortran, which must be translated or compiled into machine-readable code before it can be executed by a computer. Source Code also includes header files and other human-readable files necessary for a Program to be compiled in the higher-level language.

"Transformation Programs" are the Programs listed in Part Three, Section 3.1.

"Updates" means software updates to the Programs as described in Part Four, Section 2.

#### Footnotes

[fn1] Details vary for Programs listed in Section 3 below, Specific Program Use Rights

[fn2] Solely in respect to a Concurrent License Option licensed for a Standard License Use, "Country" means in respect to member countries of the United States-Mexico-Canada Agreement (USMCA) or any successor agreement, all such countries collectively; and in respect to Iceland, Norway, Switzerland, the United Kingdom, and member countries of the European Union ("EU"), all such countries collectively.

[fn3] Microsoft and Skype are registered trademarks of Microsoft Corporation.

[fn4] Services may vary depending on License Offering.

[fn5] Program dependency rules apply.

[fn6] Additional fees may apply.

09/2020