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 - 3.2.3. **Network Named User.** Programs must be activated on a single Computer. Licensee must run the License Manager and edit the Local License Options file to maintain a list of Named Users authorized to use each Program. Licensee may redesignate Named Users for a Program, whether temporarily or not, no more than four (4) times in any twelve (12) month period, provided the number of Named Users never exceeds the number licensed per Program. Programs may be installed in a central location or on individual Computers to accelerate startup times, as long as the use on all Computers is controlled by the License Manager. A Named User may not use a Program on more than two (2) Computers simultaneously. A Computer login of a Named User may not be shared with any other individual.
 - 3.2.4. **Network Concurrent User.** Programs must be activated on a single Computer. Licensee must run the License Manager and may have only as many Licensed Users simultaneously using a Program at any given time as the number of Concurrent keys acquired for that Program. Subject to the foregoing, a Licensed User of the Concurrent License Option may utilize the Programs on any number of Computers served by a single License Manager provided that, before using a Program on any Computer, the Licensed User checks out a separate Concurrent key from the License Manager for that Computer. Programs may be installed in a central location or on individual Computers to accelerate startup times as long as the use on all Computers is controlled by the License Manager. Licensees of the Concurrent License Option are prohibited from providing Program access to users located outside a single country unless Licensee has contracted for global use. For the purposes of the immediately preceding sentence, member countries of the North American Free Trade Agreement ("NAFTA") shall be treated as a single country, and Iceland, Norway, Switzerland, and any member countries of the European Union ("EU") shall also be treated as a single country.
 - 3.3. **MATLAB Distributed Computing Server.**
 - 3.3.1. Licensees of the MDSCS are permitted to install and make available Programs, other than Programs that are technically limited or otherwise limited as set forth at mathworks.com/ineligible_programs, on one or more Computers ("Computer Cluster") solely for use through the MDSCS, provided that (1) the Programs on the Computer Cluster are controlled by a single License Manager for each MDSCS, (2) the number of simultaneous Program sessions does not exceed the number of MDSCS workers acquired, (3) access to any Program, whether in the MDSCS or otherwise, remains limited to those persons who are Licensed Users of such Programs and the Parallel Computing Toolbox ("PCT"); (4) access to any worker must be enabled through a validly licensed use of the PCT; and (5) access to any Program, including the MDSCS, is not made available (i) to any Third Party without the advance written consent of MathWorks, or (ii) to any user outside the country for which the MDSCS is licensed, unless the Licensee has contracted for global use. For the purposes of the immediately preceding sentence, member countries of the North American Free Trade Agreement ("NAFTA") shall be treated as a single country, and Iceland, Norway, Switzerland, and any member countries of the European Union ("EU") shall also be treated as a single country.

- 3.3.2. Notwithstanding the restriction contained in Section 3.3.1(2) immediately above but subject to all other restrictions in Section 3.3.1, Licensed Users of MDCS may also scale the number of MDCS workers on the following additional terms: (1) Licensee employs the MathWorks Hosted License Manager (“MHLM”) for its license management; and (2) Licensee agrees, on behalf of its Licensed Users, to the terms of use at mathworks.com/cloudcenterandondemandtermsofuse, including the obligation to pay all MDCS on-demand fees incurred by its Licensed Users applicable to their on-demand use, if any, of MDCS workers. Any fees that may be due to any cloud providers for use of their platforms, products, or services are separate and are the responsibility of the Licensee.
- 3.4. **MATLAB Production Server.** Licensees of the MATLAB Production Server (“MPS”) are permitted to install and use MPS for the sole purpose of scheduling and running Applications generated with Licensee’s validly licensed MATLAB Compiler Program, provided that the number of workers running simultaneously on one or more computers does not exceed the number of MPS workers acquired. Licensee may make the Applications running on MPS accessible to end users globally, including Third Parties, via a web interface, or other interface provided by Licensee, subject to the restrictions of Section 5.2 of the *Deployment Addendum*.
- 3.5. **Polyspace Bug Finder and Polyspace Code Prover.** Notwithstanding the provisions of Section 3.2 above, the number of Polyspace verification runs that a Licensed User may simultaneously execute using the Polyspace Code Prover or the Polyspace Bug Finder shall not exceed the number of keys available for the respective Polyspace Program.

4. REMOTE AND SHARED OPERATION.

Subject also to the foregoing:

- 4.1. **Remote Access to the Desktop.** Using the Microsoft Remote Desktop connection feature or similar technologies:
- 4.1.1. Named Users and Network Named Users may remotely access Programs for which they are licensed.
 - 4.1.2. Network Concurrent Users may remotely access Programs served by the License Manager for the License under which they are operating.
 - 4.1.3. The Licensee of a Designated Computer Activation Type may designate one Licensed User to remotely access the Programs licensed on the Designated Computer for operation on that Designated Computer. Licensee may redesignate such Licensed User, whether temporarily or not, no more than four (4) times in any twelve (12) month period.
- 4.2. **Shared Access to the Desktop.**
- 4.2.1. A Licensed User using Microsoft Remote Assistance technology, NetMeeting conferencing software, or similar technologies may share remotely the desktop view of a Program session with another individual for assistive or demonstrative purposes only.

The MathWorks, Inc. Software License Agreement – Academic Installation and Use Addendum

This is an Addendum to *The MathWorks, Inc. Software License Agreement (the "Agreement")*, and the terms and conditions of this Addendum are incorporated therein. Each capitalized term used herein and not defined herein shall have the meaning ascribed to it in the Agreement.

1. SCOPE. The provisions of this *Academic Installation and Use Addendum* apply to each Program licensed under the Agreement at prices offered only to degree-granting educational institutions ("Academic prices") for Academic Internal Operations only, as defined below. Research and development divisions and centers of universities, U.S. government agencies and other not-for-profit organizations do not qualify for Academic prices. This Addendum imposes certain additional obligations and restrictions with respect to the Programs licensed at such Academic prices that are not contained in the Agreement. The applicable provisions are determined by the particular Academic License Option that Licensee acquires for each Program, including those related to the permitted Activation Type associated with the Academic License Option acquired. In the event of a conflict between the provisions of this Addendum and the Agreement, these Addendum provisions shall apply.

2. DEFINITIONS.

- 2.1. **Academic Internal Operations.** The installation and use of the Programs by Licensed Users, in accordance with the Academic License Option acquired, for the purpose of (i) in the case of employees (faculty and academic staff), performing software administration, teaching, and noncommercial, academic research in their ordinary course as Licensee's employees; and (ii) in the case of enrolled students, meeting classroom requirements of courses and study offered by the Licensee. Any other use is expressly prohibited.
- 2.2. **Activation Type.** One of the Standalone Named User, Designated Computer, or Network Concurrent User Activation Types available with respect to the Academic License Option acquired.
- 2.3. **Licensed Users.** All enrolled students and employees (faculty and academic staff) of the Licensee who are authorized by Licensee to use the Programs for Academic Internal Operations in accordance with the Agreement, as revised from time to time, and to the extent permitted by the Academic License Option acquired. As used herein, "employees" excludes subcontractors and consultants of the Licensee. Individuals under thirteen (13) years of age may be Licensed Users if their parent or guardian has previously consented to such individual's use of the Programs. Licensee agrees to collect such consent prior to providing any such individuals with access to the Products, and to store such consent in a retrievable way.
- 2.4. **Academic License Option.** The specific rights, restrictions, and obligations under which Licensee may install and use a Program pursuant to the Agreement, including those related to the permitted Activation Type associated with the Academic License Option acquired.
- 2.5. **Named User.** Licensed User designated and identified by Licensee as the "Named User" for a License to a Program under the "Standalone Named User" Activation Type.

3. INSTALLATION AND USE. Specific rights, obligations, and restrictions apply to each Academic License Option. Licensee's right to install and use the Programs is determined by the Academic License Option acquired, including the permitted Activation Type with respect to such Academic License Option. By accepting the terms and conditions of the Agreement, Licensee also accepts the Academic License Option acquired, and agrees to use the Programs only for Academic Internal Operations.

3.1. Academic License Options.

- 3.1.1. **Individual.** Except as specifically set forth in Section 3.3 hereof, the Individual License Option permits one Activation Type, either the Standalone Named User Activation Type or the Designated Computer Activation Type.
- 3.1.2. **Concurrent.** Except as specifically set forth in Section 3.3 hereof, the Concurrent License Option permits only the Network Concurrent User Activation Type.

3.1.3. **Classroom.** Except as specifically set forth in Section 3.3 hereof, the Classroom License Option permits one Activation Type, either the Network Concurrent User Activation Type or the Designated Computer Activation Type. Notwithstanding the foregoing definition of Academic Internal Operations, Programs licensed under the Classroom License Option are further restricted to use in connection with on-campus computing facilities that are used solely in support of classroom instruction of students. Research use is not permitted. Notwithstanding the restrictions contained in Sections 2.1 and 2.3 above but subject to all other restrictions in Sections 2.1 and 2.3, Licensed Users of the Classroom License may also include visiting instructors and contractors solely for the purpose of classroom instruction or preparation for classroom instruction.

3.1.4. **Primary and Secondary Schools.** Primary and secondary schools located at a single physical address may authorize their faculty, academic staff, and students to use the License on teachers' computers, school-owned computers or student-owned computers, under the Designated Computer Activation Type, for Academic Internal Operations only. Technical support is available for faculty and academic staff, but not for students.

3.1.5. **Total Academic Headcount.** Programs may be installed and used by Licensed Users both on institution-owned or leased Computers and on personally-owned or leased Computers. Technical support is available for faculty and academic staff, but not for students.

3.1.6. **Total Student Headcount.** Programs may be installed and used by Licensee's students only on their personally-owned or leased Computers. Student Licensed Users may not use a Program on more than two (2) Computers simultaneously. Programs licensed under the Total Student Headcount License Option may not be used by Licensee's faculty and academic staff. Technical support is not available.

3.2. Activation Types.

3.2.1. **Standalone Named User.** Program use is restricted to the single, designated Named User. Programs may be activated and used on one or more individual Computers, provided the Programs are only accessible to, and used by, the Named User for that License. The physical locations of the Computers used by the Named User to run the Programs are not limited; the Computers may be located at work, home, in a laboratory, or on a laptop. Licensee may only designate one Licensed User access to or use of the Programs under each Named User License. A Computer login of a Named User may not be shared with any other individual. Licensee may redesignate the Named User for a Program, whether temporarily or not, no more than four (4) times in any twelve (12) month period. A Named User may not use a Program on more than two (2) Computers simultaneously.

3.2.2. **Designated Computer.** The Programs may only be activated and used on a single, physical (not virtual) designated Computer, provided the Programs are only operated from that Computer's console by only one Licensed User at any given time. Licensee may redesignate the Computer for a Program to a different Computer, whether temporarily or not, no more than four (4) times in any twelve (12) month period. In the case of Designated Computer Licenses licensed as part of a group, Licensee shall be responsible for, and shall assign an administrator the task of, administering the Licenses and Programs, including new versions of the Programs delivered during any paid Software Maintenance Service term.

3.2.3. **Network Concurrent User.** Programs must be activated on a single Computer. Licensee must run the License Manager and may have only as many Licensed Users simultaneously operating a Program at any given time as the number of Concurrent keys acquired for that Program. Subject to the foregoing, a Licensed User of the Concurrent License Option may utilize the Programs

on any number of Computers served by a single License Manager provided that, before using a Program on any Computer, the Licensed User checks out a separate Concurrent key from the License Manager for that Computer. Programs may be installed in a central location, on institution-owned or Licensee's faculty, research and academic staff personally-owned computers to accelerate startup times, as long as the installations on the individual Computers are controlled by the License Manager. Licensee is prohibited from allowing installation of the Programs on students' own computers. Licensees of the Concurrent License Option are prohibited from providing Program access to users located outside a single country.

3.3. **MATLAB Distributed Computing Server.**

- 3.3.1. Licensees of the MDCS are permitted to install and make available Programs, other than Programs that are technically limited or otherwise limited as set forth at mathworks.com/ineligible_programs, on one or more Computers ("Computer Cluster") solely for use through the MDCS, provided that (1) the Programs on the Computer Cluster are controlled by a single License Manager for each MDCS; (2) the number of simultaneous Program sessions does not exceed the number of MDCS workers acquired, except as set forth in Section 3.3.2 and 3.3.3; (3) access to any Program, whether in the MDCS or otherwise, remains limited to those persons who are Licensed Users of such Programs and the Parallel Computing Toolbox ("PCT"); (4) access to any worker must be enabled through a validly licensed use of the PCT; and (5) access to any Program, including the MDCS, is not made available (i) to any Third Party without the advance written consent of MathWorks, or (ii) to any user outside the country for which the MDCS is licensed.
- 3.3.2. Subject to all other restrictions in Section 3.3.1, Licensed Users of MDCS may also scale the number of MDCS workers on the following additional terms: (1) Licensee employs the MathWorks Hosted License Manager ("MHLM") for its license management; and (2) Licensee agrees, on behalf of its Licensed Users, to the terms of use at mathworks.com/cloudcenterandondemandtermsofuse, including the obligation to pay all MDCS on-demand fees incurred by its Licensed Users applicable to their on-demand use, if any, of MDCS workers. Any fees that may be due to any cloud providers for use of their platforms, products, or services are separate and are the responsibility of the Licensee.
- 3.3.3. Subject to the restrictions in Sections 3.3.1(3), 3.3.1(4) and 3.3.1(5), if MDCS is acquired by Licensee for the Total Academic Headcount License Option, the number of simultaneous Program sessions per Licensed User may not exceed the number of MDCS workers licensed.

- 3.4. **MATLAB Production Server.** Licensees of the MATLAB Production Server ("MPS") are permitted to install and use MPS for the sole purpose of scheduling and running Applications generated with Licensee's validly licensed MATLAB Compiler Program, provided that the number of workers running simultaneously on one or more computers does not exceed the number of MPS workers acquired. Licensee may make the Applications running on MPS accessible to end users globally, including Third Parties, via a web interface, or other interface provided by Licensee, subject to the restrictions of Section 5.2 of the *Deployment Addendum*.

4. REMOTE AND SHARED OPERATIONS

Subject also to the foregoing:

- 4.1. **Remote Desktop Access.** Using the Microsoft Remote Desktop connection feature or similar technologies:
 - 4.1.1. Named Users may remotely access Programs for which they are licensed.
 - 4.1.2. Network Concurrent Users may remotely access Programs served by the License Manager for the License under which they are operating.
 - 4.1.3. The Licensee of a Designated Computer Activation Type may designate one Licensed User to remotely access the Programs licensed on the Designated Computer for operation on that Designated Computer. Licensee may redesignate such Licensed User, whether temporarily or not, no more than four (4) times in any twelve (12) month period.
 - 4.1.4. Licensed Users of the Total Academic Headcount License Option and Total Student Headcount License Option may remotely access Programs for which they are licensed.
- 4.2. **Shared Access to the Desktop.**
 - 4.2.1. A Licensed User using Microsoft Remote Assistance technology, NetMeeting conferencing software, or similar technologies may share remotely the desktop view of a Program session with another individual for assistive or demonstrative purposes only.

The MathWorks, Inc. Software License Agreement – Student License and Home License Installation and Use Addendum

This is an Addendum to *The MathWorks, Inc. Software License Agreement (the "Agreement")*, and the terms and conditions of this Addendum are incorporated therein. Each capitalized term used herein and not defined herein shall have the meaning ascribed to it in the Agreement.

- 1. SCOPE.** The provisions of this Student License and Home License Installation and Use Addendum apply to the MATLAB and Simulink Programs and to any other Programs licensed under the Agreement at prices offered to students enrolled in degree-granting educational institutions ("Student Use prices") or to individuals for personal use ("Home Use Prices"). This Addendum imposes certain additional obligations and restrictions with respect to the Programs licensed at such Student Use and Home Use prices that are not contained in the Agreement.
- 2.** In the event of a conflict between the provisions of this Addendum and the Agreement, these Addendum provisions shall apply. In this Addendum, the license provided to students is referred to as a "Student License", and the license provided to individuals for personal use is referred to as the "Home License".
- 3. RETURNS AND REFUNDS.** Returns and refunds of Student License and Home License purchases are subject to the refund policies at the time and point of purchase.
- 4. REGISTRATION AND ACTIVATION.** The Programs contain technology for the prevention of unlicensed or illegal use of the Programs. Licensee agrees to the use and application of such technology in the Programs (a) to limit the use of the Programs by Licensee to a finite number of Computers, and (b) to require Licensee's registration of the Student License and activation of the Programs in advance of the use of the Programs (other than for temporary use) as further described in this Addendum and in the Documentation for the Programs.
- 5. ELIGIBILITY, INSTALLATION, AND USE.** Licensee agrees to the following eligibility and use restrictions of the Student License and the Home License: a Licensee of a Student License must be a student enrolled in a degree-granting educational institution or participating in a continuing education program at a degree-granting educational institution and may use the license only for student activities that are not commercial, for profit, professional, or revenue generating activities for the period of such student use; a Licensee of a Home License must be an individual and may use the license only for personal use and not for professional, academic, or commercial use, including for profit or revenue generating activities, and only for the period of such personal use.

The Student License and Home License each permit the Licensee to use the Programs on one Computer that Licensee owns or leases provided (i) the Programs are only accessible to, and used by, Licensee, and (ii) Licensee has provided machine-specific identification for such Computer through the registration and activation process. Network installation is prohibited.
- 6. PARENTAL CONSENT.** Individuals under thirteen (13) years of age may be Licensed Users if their parent or guardian has previously consented to such individual's use of the Programs. Licensee agrees to collect such consent prior to providing any such individuals with access to the Programs, and to store such consent in a retrievable way.
- 7. TECHNICAL SUPPORT.** Technical support for Licensees of Student Licenses and Home Licenses is limited to installation and activation support.
- 8. ASSIGNMENT.** Neither a Student License nor a Home License is transferable.
- 9. PRIMARY AND SECONDARY SCHOOL USE.** Teachers and students at primary and secondary education schools may license the Student License. Teachers may also use the Student License on the teacher's computer or school-owned computers.

The MathWorks, Inc. Software License Agreement – Deployment Addendum

This is an Addendum to *The MathWorks, Inc. Software License Agreement (the "Agreement")*, and the terms and conditions of this Addendum are incorporated therein for use of the Programs. Each capitalized term used herein and not defined herein shall have the meaning ascribed to it in the Agreement.

1. PURPOSES. The Agreement contains restrictions prohibiting Licensee from modifying, distributing, or providing access to the Programs or any Program Components (as defined below), except as expressly provided in this Addendum. Because the Programs licensed by Licensee under the Agreement contain Source Code or Object Code Program Components, this Addendum sets forth the Licensee's rights with respect to creating software or applications using the Programs or any Program Component, as well as certain additional obligations related thereto. This Addendum also states restrictions and obligations with respect to the use of the Programs or any Program Component, which also may have a bearing on the creation or distribution of software or applications.

MathWorks or its Licensors retain all right, title, and interest in its Programs, Program Components, and Derivative Forms of its Programs.

2. USER CREATED FILES. This Addendum does not apply to MATLAB code files, Simulink model files, MEX-files, MAT-files, VHDL-files, Verilog-files, FIG-files and P-files that are created by Licensee and that do not include any code obtained from MATLAB code files, Simulink model files, MAT-files, P-code, C/C++ files, VHDL-files, Verilog-files, TLC-files, or other Source Code files supplied with the Programs ("User Files"). Licensee may distribute or sublicense without restriction, User Files provided that a principal purpose of the distribution or sublicense is not to replace or replicate a Program or any part of a Program.

3. NONCOMPETITION. Notwithstanding anything else contained in this Agreement, Licensee agrees not to use, test, benchmark, reverse engineer or determine the expression or the design of, the Programs, Derivative Forms, Generated Forms, or Program Components to make, or distribute its own or a Third Party's application or software, a principal purpose of which, as reasonably determined by MathWorks, is to perform the same or similar functions as Programs licensed by MathWorks or which replaces any component of the Programs. Licensee shall not otherwise use the Programs to compete with the products or businesses of MathWorks, including by distributing Libraries, or any form of an entire Program or a substantial portion of a Program.

4. DEFINITIONS.

- 4.1. **Application.** A software file that Licensee has created by either (a) using a MathWorks Program to compile or translate Licensee created Source Code or (b) incorporating or linking any part of any 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 sentence, 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.
- 4.2. **Application License.** A license provided by Licensee to its end-users for the installation and use of Licensee's Application and any Third Party Software made available for use with the Application.
- 4.3. **Generated Forms.** The output of the MATLAB Compiler, the MathWorks Coder Programs, and other MathWorks' code generation Programs in the form of Source Code or Object Code, as well as such Source Code converted to Object Code or Linked forms.
- 4.4. **Derivative Forms.** 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.

- 4.5. **Linked.** An executable or loadable file created by a compiler or linker program combining Object Code module files.
 - 4.6. **MAT-file.** The file format in which MATLAB stores data.
 - 4.7. **MATLAB Runtime.** MATLAB Runtime support libraries and other files for deployment of Applications created with the MATLAB Compiler.
 - 4.8. **Object Code.** 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.
 - 4.9. **Program Component.** Any portion of, or file provided with, a Program.
 - 4.10. **Source Code.** Human-readable program code written in a higher-level language such as C, C++, Java, MATLAB, MDL, VHDL, Verilog, or Fortran, which must be translated or compiled into machine-readable language 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.
 - 4.11. **Standalone Application.** An Application created using programming languages and tools other than the Programs, which executes outside of the Programs.
 - 4.12. **Deployment Program.** The MATLAB Compiler, MATLAB Compiler SDK, and any of MathWorks Coder Programs as defined in Section 4.13 below.
 - 4.13. **MathWorks Coder Programs.** MATLAB Coder, Filter Design HDL Coder, Simulink Coder, HDL Coder, Simulink PLC Coder, and Embedded Coder.
- 5. DEPLOYMENT PROGRAMS.** Licensed Users of MathWorks' Deployment Programs may automatically generate code from MATLAB code files, Simulink/Stateflow diagrams, and other representations, into Generated Forms. Furthermore, Licensee may copy and deploy these Generated Forms for use outside of the Programs.
- 5.1. **Deployment from MathWorks Coder Programs.** MathWorks provides directories of C, C++, Assembly, linker command files, template makefiles, project files, and TLC source code files with Programs that implement the real-time framework. Such files made available in any of the MathWorks Coder Programs may only be modified and deployed in Source Code or Linked Object Code form for different development targets when used with such Programs or with code generated by such Programs as part of, and only as required by, a larger Standalone Application. MathWorks Coder Programs cannot be used to 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.
 - 5.1.1. Licensee may copy and deploy these files outside of the Programs in Linked Object Code form or Source Code form, if only used in combination with code generated by those Programs as part of a larger standalone Application.
 - 5.1.2. No further fees shall be due to MathWorks for such deployment within Licensee's Application, regardless of whether the Application is deployed solely for Licensee's Internal Operations or to Third Parties.

- 5.2. **Deployment from MATLAB Compiler.** Licensed Users may deploy copies of Applications generated by the MATLAB Compiler that incorporate compiled versions of MATLAB code files from licensed Programs required for such Applications. Licensee may also use and distribute the MATLAB Runtime together with such Applications for the sole purpose of running the Applications. Licensee is prohibited from making copies of the MATLAB Runtime accessible to any Third Party separate from or for use other than with a Licensed User's Application, or provide the MATLAB Runtime for service bureau or similar service use.

Licensee agrees to employ the same security measures to protect the MATLAB Runtime as it uses to safeguard Licensee's own proprietary intellectual property, but in no event less than reasonable care.

No additional license fees shall be due to MathWorks for the distribution of the required MATLAB code files incorporated in the generated Application, or for the distribution of the MATLAB Runtime when deployed together with such Applications, regardless of whether the Application and the MATLAB Runtime are distributed for the purposes of Licensee's Internal Operations or to Third Parties.

- 5.2.1. Licensed User may include, by compilation for deployment, only those select MATLAB code files from the licensed Programs required for the Application.
- 5.2.2. In no event shall Licensee distribute any library header files.
- 5.2.3. Licensee's Application may not provide capability similar to the capabilities of any of the Programs or provide functionality or behavior similar to that of the MATLAB command line or scripting and programming capabilities, nor may Licensee's Application enable evaluation of end-user code or expressions.
- 5.2.4. Licensee's Application may not allow operation of the code generation capabilities of Programs.
- 5.2.5. Licensee's Application may not provide access to an entire Program or a substantial portion of a Program.
- 5.2.6. Licensee's Application incorporating any functionality of the Parallel Computing Toolbox ("PCT") may enable the same or fewer number of local workers provided by the PCT used to build the Application, even if the Application's end user does not possess a license to the PCT.
- 5.2.7. Licensee shall include the notice "MATLAB®. © 1984 - [INSERT YEAR MATLAB VERSION PUBLISHED] The MathWorks, Inc." in the deployed Application's About Box, or similar visible location, and in the applicable documentation distributed with each copy of the Application.
- 5.2.8. Licensee may not modify or remove any proprietary notice or license file that is included with the MATLAB Runtime.

- 5.3. **Simulink Desktop Real-Time.** Licensee may not incorporate Simulink Desktop Real-Time into an Application for deployment without contracting with MathWorks for an OEM or VAR agreement.

- 5.4. **Simulink Real-Time.** Licensee may develop Applications that incorporate Object Code derived from Program Components of Simulink Real-Time which are required for the Application and that have been compiled or otherwise obtained from Simulink Coder on a single development PC, download that Application to a target PC, and distribute that Application beyond the target PC.

No further fees shall be due to MathWorks for such distribution of Licensee's Application, regardless of whether the Application

is distributed solely for Licensee's Internal Operations or to Third Parties. Additionally, the Simulink Real-Time Program allows for the distribution beyond the development PC of API DLLs as part of the Application and other Applications exported from Simulink Real-Time Explorer. No further fees shall be due to MathWorks for such distribution, regardless of whether the API DLLs are distributed solely for Licensee's Internal Operations or to Third Parties.

6. OTHER SOURCE CODE AND SHARED OBJECT CODE LIBRARIES.

- 6.1. Programs may include selected Source Code and shared Object Code library files that implement various documented application programming interface capabilities of the Programs for which the Source Code or shared library file is part.
 - 6.1.1. Licensed User may use and modify the selected Source Code files solely for creation of Licensee's own Applications. Licensee may copy and distribute Object Code compiled from this Source Code, but only as either standalone Object Code file (regardless whether a Derivative Form) or Object Code Linked to the Application, and only for use with and deployment of Licensee's own Application.
 - 6.1.2. Licensee may use, copy and distribute shared Object Code library files (regardless whether a Derivative Form) for deployment of Licensee's own Application, but only if a header file exists in the Program for the shared library file. Licensee may not copy or distribute header files themselves.
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3 Apple Hill Drive, Natick, MA 01760-2098 USA

Tel: 508-647-7000 Fax: 508-647-7001

info@mathworks.com www.mathworks.com

09/2015
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