

IMPORTANT NOTICE

READ THE TERMS AND CONDITIONS OF YOUR LICENSE AGREEMENT CAREFULLY
BEFORE COPYING, INSTALLING, OR USING THE PROGRAMS OR DOCUMENTATION.

THE LICENSE AGREEMENT TOGETHER WITH ANY APPLICABLE ADDENDUM
REPRESENTS THE ENTIRE AGREEMENT BETWEEN YOU (THE "LICENSEE") AND THE
MATHWORKS, INC. ("MATHWORKS") CONCERNING THE PROGRAM(S) AND
DOCUMENTATION.

BY COPYING, INSTALLING, OR USING THE PROGRAMS AND DOCUMENTATION, YOU
ACCEPT THE TERMS OF THIS AGREEMENT. IF YOU ARE NOT WILLING TO DO SO, DO
NOT COPY, INSTALL, OR USE THE PROGRAMS AND DOCUMENTATION.

The MathWorks, Inc. Software License Agreement

Installation and Use Addendum (if applicable)

Academic Installation and Use Addendum (if applicable)

Student Version Installation and Use Addendum (if applicable)

Deployment Addendum

The MathWorks, Inc. Software License Agreement

1. DEFINITIONS.

- 1.1. "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 the License, and ensuring that anyone permitted access to the Programs also complies with such obligations.
- 1.2. "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.
- 1.3. "Computer" means a single physical hardware system containing a

maximum of four (4) Processors. Each hardware partition, or blade in a blade server, is considered to be a separate Computer, and a hardware system with more than four (4) Processors is considered to be more than one Computer.

- 1.4. "Documentation" means the user guides, if any, accompanying delivery of a Program, as may be updated from time to time. Documentation may be delivered in any medium or language.
- 1.5. "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.
- 1.6. "Licensed User" means a user of the Programs, designated by the Licensee as authorized to use the Programs for Licensee's Internal Operations, to the extent permitted by the License Option acquired.
- 1.7. "License Option" means the specific rights, restrictions, and obligations under which Licensee may install and use a Program pursuant to this Agreement, including those related to the permitted Installation Type(s) associated with the License Option acquired, as described in the applicable Installation and Use Addendum, and including restrictions associated with the License being an "Annual License," "Term License," "Perpetual License," or "Student License" as described under Article 9.
- 1.8. "Licensor" means the person who, or entity which, grants a license to MathWorks to redistribute that person's or entity's intellectual property.
- 1.9. "PolySpace(TM) Products" means PolySpace(TM) Client for C/C++, PolySpace(TM) Client for Ada, PolySpace(TM) Server for C/C++, PolySpace(TM) Server for Ada, PolySpace(TM) Model Link SL, PolySpace(TM) Model Link TL, and PolySpace(TM) UML Link RH.
- 1.10. "Processor" means a single integrated circuit on the motherboard of a Computer that contains one or more cores which are used for interpreting software instructions and processing data contained in software programs.
- 1.11. "Program" means the software licensed hereunder, including Documentation, enhancements and error corrections. Each product licensed hereunder is a separate Program. "Ineligible Program" is any Program that Licensee may not deploy, compile, distribute, or call from a web application, as the case may be. A current list of each Ineligible Program is available at www.mathworks.com/ineligible_programs.
- 1.12. "Third Party" means any person or legal entity that is not MathWorks, the Licensee, or an Affiliate.

2. ACCEPTANCE AND REFUNDS. If Licensee does not accept the terms and

conditions of this License and any applicable Addendum, or if Licensee terminates this License, for any reason, within thirty (30) days of Program delivery (the "Acceptance Period"), then Licensee shall immediately return the Programs licensed hereunder to MathWorks or the authorized distributor from whom Licensee acquired the Programs and, if returned within the Acceptance Period, shall receive a full refund. By retaining a Program throughout the Acceptance Period, Licensee accepts the applicable rights, and agrees to be bound by the applicable obligations and restrictions, of this Agreement including the License Option acquired with respect to that Program.

3. LICENSE GRANT. MathWorks hereby grants to Licensee, subject to the terms of this Agreement, a nonexclusive license (the "License") to:
 - 3.1. install and use the Programs solely on Computers controlled by Licensee, in accordance with the License Option acquired and associated permitted Installation Type provisions contained in the relevant Installation and Use Addendum, and solely for Internal Operations;
 - 3.2. provide access to online Documentation on Licensee's intranet, provided it is not accessible over the open Internet;
 - 3.3. print portions of the online Documentation for reasonable use by Licensed Users; and
 - 3.4. use the Programs as expressly set forth in the Deployment Addendum.
4. LICENSE RESTRICTIONS. The License is subject to the express restrictions set forth below. Licensee shall not, and shall not permit any Third Party to:
 - 4.1. modify, or create any derivative work of, a Program or any part of the licensed Programs, except as expressly permitted in Article 7 and the Deployment Addendum. Notwithstanding anything to the contrary contained herein, any such permitted modifications must be consistent with all other terms of this Agreement;
 - 4.2. adapt, translate, copy, or convert all or any part of a Program in order to create software, a principal purpose of which is to perform the same or similar functions as Programs licensed by MathWorks or to replace any component of the Programs;
 - 4.3. 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;
 - 4.4. disassemble, decompile, reverse engineer the Programs or otherwise attempt to gain access to its method of operation or source code (other than files provided for convenience in source code form by MathWorks);
 - 4.5. sell, license, sublicense, publish, display, distribute, disseminate, assign, or otherwise transfer (whether by sale,

exchange, lease, gift, or otherwise) to a Third Party the Programs, any copy or portion thereof, or any License or other rights thereto, in whole or in part, without MathWorks' prior written consent, except as expressly permitted in the Deployment Addendum;

- 4.6. alter, remove, or obscure any copyright, trade secret, patent, trademark, logo, proprietary and/or other legal notices on or in copies of the Programs;
- 4.7. 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;
- 4.8. provide access (directly or indirectly) to the Programs via a web or network Application, except as permitted in Article 8 of the Deployment Addendum;
- 4.9. copy, make available for copy, or otherwise reproduce the Programs, in whole or in part, except either (a) as may be required for their installation into Computer memory for the purpose of executing the Program in accordance with the License Option and associated permitted Installation Type(s), (b) as expressly permitted in the Deployment Addendum, or (c) to make a reasonable number of copies solely for back-up purposes provided that any such permitted copies shall reproduce all copyright, trade secret, patent, logo, proprietary and/or other legal notices contained in the original copy obtained from MathWorks;
- 4.10. access or use Programs that Licensee is not currently licensed to access or to use;
- 4.11. disclose the personal license password and/or license file to a Third Party or allow them to be used except for installation and use of the Programs as provided herein;
- 4.12. republish the Documentation, except as expressly permitted in Article 3; and/or
- 4.13. create a server, for code generation, compilation, or other Programs.

5. ADDITIONAL FEES. The fees for the License granted herein are determined based upon Licensee's installation and use of the Programs in the country in which the original delivery of the Programs occurs. MathWorks may charge Licensee an additional fee for any subsequent installation and use of the Programs licensed hereunder in any other country.

6. RETENTION OF RIGHT, TITLE AND INTEREST BY MATHWORKS AND ITS LICENSORS. The Programs shall at all times remain the property of MathWorks

and/or MathWorks' Licensors and 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.

7. LICENSES FOR THIRD PARTY SOFTWARE AND PRODUCTS. MathWorks has been granted licenses to distribute certain Third Party software either as part of a Program or, in the case of the PolySpace(TM) Products, as separate products licensed under a separate license agreement. These licenses require MathWorks to distribute the software, or the PolySpace Products, as the case may be, to Licensee subject to specific terms and conditions, which may be different from or additional to those contained herein. 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. Licensee agrees that acceptance of this Agreement also confirms Licensee's acceptance of any applicable Third Party software licenses. Such Third Party licenses may be viewed at www.mathworks.com/thirdpartylicense. Licensee may also contact MathWorks to obtain the current applicable provisions.
8. SOFTWARE MAINTENANCE SERVICE. During any paid Software Maintenance Service term, if applicable, MathWorks shall provide Software Maintenance Service for the licensed Programs which 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 the next available release, provided Licensee provides MathWorks with sufficient information to identify the errors. During this same paid Software Maintenance Service term, Licensee shall also be entitled to receive technical support for the current release. Technical support means assistance by telephone, fax, and electronic 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"). 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 or Platform.
9. LICENSE DURATION ("TERM"). This Agreement shall continue until the earlier of (a) termination by MathWorks or Licensee as provided below, or (b) such time as there are no Programs being licensed to Licensee hereunder.
 - 9.1. For Annual Licenses: Licensee understands and agrees that each Annual License will expire automatically immediately after its corresponding one (1) year period, unless Licensee renews its License by remitting the then-current annual License fee.

Licensee understands that the Programs will stop operating unless Licensee pays the License fee and is provided new annual passcodes. Licensee understands and agrees that the Software Maintenance Service for each Annual License will terminate automatically upon expiration of the Annual License Term.

9.2. For Term Licenses: Licensee understands and agrees that each Term License will expire automatically immediately after the corresponding period of the term licensed, unless Licensee renews its License by remitting the then-current term License Fee. Licensee understands that the Programs will stop operating unless Licensee pays the license fee and is provided new term passcodes. Licensee understands and agrees that the Software Maintenance Service for each Term License will terminate automatically upon expiration of the License Term.

9.3. For Perpetual Licenses: Licensee shall have the right to use the Programs indefinitely, subject to the termination provisions in this Agreement. Licensee understands and agrees that the Software Maintenance Service for each Perpetual License will terminate automatically upon expiration of the initial Software Maintenance Service term included with the acquisition of the License. Thereafter, the Software Maintenance Service term may be renewed for any Program, at the then-current price, and for the then-applicable term, as long as MathWorks offers such Software Maintenance Service for such Program.

9.4. For Student Licenses: See the Student Version Installation and Use Addendum for the License Term.

10. TERMINATION. MathWorks may terminate this Agreement and all Licenses granted hereunder by written notice to Licensee if Licensee breaches any material term of this License, 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 upon notice this Agreement and all Licenses granted hereunder should Licensee breach the terms and conditions of Articles 3, 4, and/or 11. Licensee may terminate this License at any time, for any reason. Licensee shall not be entitled to any refund if this License is terminated, except for License fees paid for any Programs for which the Acceptance Period has not expired at the time of termination. Upon termination, 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.

11. EXPORT CONTROL. The Programs may be subject to U.S. export control laws or other (U.S. and non-U.S.) governmental export and import laws and regulations. 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 imposed

by MathWorks in any Destination Control Statement or other document 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.

12. 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.
13. FOR EUROPEAN UNION LICENSEES ONLY. Any contractual provisions of this Agreement contrary to laws implemented under Article 6 of Appendix V of the European Union Software Directive or to the exceptions provided for in Article 5(2) and (3) of such Appendix 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 create an independent program that is interoperable with the Programs or any other permitted objectives specified by such laws implemented under such directive (collectively, the "Permitted Objectives"), provided that any such information gained is used solely for such Permitted Objectives.
14. 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.
15. ASSIGNMENT. Licensee may not assign or otherwise transfer this Agreement and its rights and obligations hereunder, in whole or in part, by operation of law or otherwise, without the written consent of MathWorks. In the case of any permitted assignment or transfer of or under this Agreement, this Agreement or the relevant provisions shall be binding upon, and inure to the benefit of, the successors, executors, heirs, representatives, administrators and assigns of the parties hereto. MathWorks may charge Licensee an administrative fee for any permitted assignment.

16. 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.
17. 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.
18. DISCLAIMER OF WARRANTIES. Except for warranties expressly set forth in Article 17 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 Services 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 Services (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 17 of this Agreement, the Programs, Documentation, and Software Maintenance Services 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 17 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 therefrom.

19. GOVERNING LAW; JURISDICTION. This Agreement shall be interpreted, enforced and construed and the rights of the parties hereunder governed in all respects by the laws of the Commonwealth of Massachusetts, United States of America, without regard to its conflicts of law provisions, and both parties consent to the jurisdiction of the federal and state courts located in said Commonwealth 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 such action or proceeding shall be conclusive and binding and may be enforced in any other jurisdiction. To the extent any governing law, treaty, or regulation is in conflict with this Agreement, the conflicting terms of this Agreement shall be superseded only to the extent necessary by such law, treaty, or regulation. If any provision of this Agreement shall be otherwise unlawful, void, or otherwise 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 the U.N. Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. The parties further agree that the Uniform Computer Information Transactions Act, or any version thereof, adopted by any state, in any form ("UCITA"), shall not apply to this Agreement. To the extent that UCITA is applicable, the parties agree to opt out of the applicability of UCITA pursuant to the Opt-Out provision(s) contained therein.

20. COMPLIANCE AND AUDIT RIGHTS. Licensee agrees to notify MathWorks promptly upon discovery of any failure to comply with one or more Licenses granted under this Agreement, or any failure to comply with any other material term of this Agreement. To confirm Licensee's compliance with the terms and conditions of this Agreement, Licensee agrees to allow MathWorks to audit Licensee's use of the Programs, and to provide MathWorks access to Licensee's facilities and Computers, and cooperation from Licensee's employees and consultants, as reasonably requested by MathWorks in order to perform such audit, all during normal business hours, and after reasonable prior notice from MathWorks. If an audit discloses that Licensee has failed to comply with one or more Licenses, and such failure to comply could have in part or in whole been avoided by Licensee having paid

additional License fees to expand the scope of the License or Licenses, then Licensee shall promptly pay MathWorks such Licensing fees (at MathWorks' then current rates) and, if such unpaid License fees exceed 5% of the License fees paid to MathWorks for the applicable Programs during the applicable period during which such underpayment occurred, then Licensee shall, in addition to paying the unpaid License fees, also reimburse MathWorks the full cost of such audit.

21. LICENSE MANAGEMENT. During installation, you, or the Programs, may send information about the Programs and the Computer to MathWorks. This information includes the version of the Programs, operating system configuration parameters required for installation, and machine-specific identification (the Macrovision FLEXNET(R) "hostid") of the Computer. Licensee agrees that such information may be retrieved and utilized by MathWorks for installation and license management purposes.
22. HEADINGS. The inclusion of headings is for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
23. ENTIRE AGREEMENT. This Agreement, and any applicable Addendum thereto including any documents referenced therein are incorporated herein by reference, and contain the entire understanding of the parties and may not be modified or amended except by written instrument, executed by authorized representatives of 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.

The MathWorks, Inc. Software License Agreement - 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 Installation and Use provisions of this Addendum apply to each Program licensed under the Agreement. The applicable provisions are determined by the particular License Option that Licensee acquired, including those related to the permitted Installation Type(s) associated with the License Option acquired.
2. LICENSE OPTIONS AND PERMITTED INSTALLATION TYPES. At the time the License is acquired, Licensee must select a License Option from those offered on MathWorks' then-current price list. If the License Option is not specified on Licensee's order, MathWorks shall determine the License Option for Licensee by comparing the price paid to MathWorks' then-current price list, less the appropriate discount, if any.
3. DEFINITIONS.

- 3.1. Installation Type. One or more of the Standalone Named User, Network Named User, or Network Concurrent User installation types available with respect to the License Option acquired.
 - 3.2. License Manager. The Macrovision FLEXNET(R) license management software provided with the Program(s).
 - 3.3. Licensed Users. Those users of the Programs, designated by the Licensee as authorized to use the Programs for Licensee's Internal Operations, to the extent permitted by the License Option acquired.
 - 3.4. 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 Installation Type(s) associated with the License Option acquired.
 - 3.5. Named User. Licensed User designated and identified by Licensee as the "Named User" for a License to a Program under the "Standalone Named User" and "Network Named User" Installation Types.
4. INSTALLATION AND USE. Specific rights, obligations, and restrictions apply to each License Option. Licensee's right to install and use the Programs is determined by the License Option acquired, including the permitted Installation Type(s) with respect to such License Option as set forth in the table below. By accepting the terms and conditions of the Agreement, Licensee also accepts the License Option acquired.

LICENSE OPTIONS AND INSTALLATION TYPES

License Option: Permitted Installation Types

Individual: Standalone Named User
Group*: Standalone Named User
Network Named User: Network Named User
Concurrent: Network Concurrent User

*In some countries, the Group License Option is not available. Contact your local MathWorks representative for more information.

4.1. License Options.

4.1.1. Individual. Except as specifically set forth in Section 4.3 hereof, the Individual License Option permits only the Standalone Named User Installation Type. Program use is restricted to the single, designated Named User.

4.1.2. Group. Except as specifically set forth in Section 4.3 hereof, the Group License Option permits only the Standalone Named User Installation Type. The Programs may be operated by a combined workgroup of Named Users, up to the maximum number of Named Users licensed to use each Program. Licensee is responsible for ensuring that the total number of Named Users

of each Program on a License does not exceed the number licensed for each Program. This License Option must be centrally administered and maintained. Licensee shall be responsible for, and shall assign a central administrator the task of, accurately counting and controlling the number of Named Users allowed access to each Program, and installing and administering the Programs including new versions of the Programs delivered during any paid Software Maintenance Service term.

4.1.3. Network Named User. Except as specifically set forth in Section 4.3 hereof, the Network Named User License Option permits only the Network Named User Installation Type.

4.1.4. Concurrent. Except as specifically set forth in Section 4.3 hereof, the Concurrent License Option permits only the Network Concurrent User Installation Type.

4.2. Installation Types.

4.2.1. Standalone Named User. Programs may be installed and operated on one or more individual Computers, provided the Programs are only accessible to, and operated 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. Licensee may redesignate the Named User for a Program, whether temporarily or not, no more than four (4) times per year. A Named User may not use a Program on more than two (2) Computers simultaneously.

4.2.1.1. Alternatively, for the Windows(R) platform only, Licensee may install and operate the Programs on a single, designated Computer, provided the Computer is not a network server and the Programs are only operated from that Computer's console by only one Licensed User at any given time (a "Designated Computer" Installation Type). Licensee may redesignate the Computer for a Program to a different Computer, whether temporarily or not, no more than four (4) times per year. This Designated Computer Installation Type is in lieu of the Standalone Named User rights above, not in addition to those rights, and is intended to accommodate a single Windows Computer shared by multiple Licensed Users.

4.2.2. Network Named User. Programs may only be installed in a central location on a single designated network server. Licensee must run the License Manager in its User-Based mode, and edit the Local License Options file to maintain a list of Named Users authorized to access and operate each Program. Licensee may re-edit the list of Named Users in the Local License Options file and may redesignate Named Users for a

Program, whether temporarily or not, no more than four (4) times per year, provided the number of Named Users in the file never exceeds the number licensed per Program. Portions of the Programs may be installed on individual Computers to accelerate startup times, as long as the installations on the individual Computers are controlled by the License Manager on the network server. A Named User may not use a Program on more than two (2) Computers simultaneously.

4.2.3. Network Concurrent User. The Programs may only be installed in a central location on a single designated network server. Licensee must run the License Manager in its Concurrent mode 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 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. Portions of the Programs may be installed on individual Computers to accelerate startup times, as long as the installations on the individual Computers are controlled by the License Manager on the network server. Licensees of the Concurrent License Option are prohibited from providing Program access to users located outside the country in which the License Manager server is installed unless Licensee has contracted for global use. For the purposes of the Concurrent License Option, all servers located in a member country of the North American Free Trade Agreement ("NAFTA") shall be considered located in the same country as those of the other NAFTA members, and all servers located in Iceland, Norway, Switzerland, or any member country of the European Union ("EU") shall be considered located in the same country.

4.3. MATLAB(R) Distributed Computing Engine. Licensees of the MATLAB(R) Distributed Computing Engine Program ("MDCE") are permitted to install and make available Programs, other than any Ineligible Program, on one or more Computers ("Computer Cluster") solely for use through the MDCE, provided that (1) the Programs on the Computer Cluster are controlled by a single License Manager for each MDCE, (2) the number of simultaneous Program sessions does not exceed the number of MDCE workers acquired, (3) access to any Program, whether in the MDCE or otherwise, remains limited to those persons who are Licensed Users of such Programs, and the Distributed Computing Toolbox; and 4) access to any Program, including the MDCE, is not made available (i) to any Third Party without the advance written consent of MathWorks, or (ii) to any user outside the country in which the MDCE's License Manager server is installed, unless the Licensee acquires a separate license from MathWorks. For the purposes of this Section 4.3, all MDCE License Manager servers located in a member country of the North American Free Trade Agreement ("NAFTA") shall be considered located in the same country as those of the other NAFTA members,

and all MDCE License Manager servers located in Iceland, Norway, Switzerland, or any member country of the European Union ("EU") shall be considered located in the same country.

5. REMOTE AND SHARED OPERATION.

Subject also to the foregoing:

5.1. Remote Access to the Desktop:

Using the Microsoft(R) Remote Desktop connection feature or similar technologies:

- 5.1.1. Named Users and Network Named Users may remotely access Programs for which they are licensed.
- 5.1.2. Network Concurrent Users may remotely access Programs served by the License Manager server for the License under which they are operating.
- 5.1.3. The Licensee of a Designated Computer Installation 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 per year.

5.2. Shared Access to the Desktop:

- 5.2.1 A Licensed User may use Microsoft(R) Remote Assistance technology, NetMeeting(R) conferencing software, or similar technologies to share the desktop view of a Program session remotely with another individual for assistive 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 Installation Type(s) 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. ACADEMIC LICENSE OPTIONS AND PERMITTED INSTALLATION TYPES. At the time the License is acquired, Licensee must select an Academic License Option from those offered on MathWorks' then-current Academic price list. If the License Option is not specified on Licensee's order, MathWorks shall determine the License Option for Licensee by comparing the price paid to MathWorks' then-current Academic price list, less the appropriate discount, if any.

3. DEFINITIONS.

3.1. Installation Type. One or more of the Standalone Named User, Network Concurrent User, or Designated Computer installation types available with respect to the Academic License Option acquired.

3.2. 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.

3.3. License Manager. The Macrovision FLEXNET(R) license management software provided with the Programs.

3.4. 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.

3.5. 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 Installation Type(s) associated with the Academic License Option acquired.

3.6. Named User. Licensed User designated and identified by Licensee as the "Named User" for a License to a Program under the "Standalone Named User" Installation Type.

4. 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 Installation Type(s) with respect to

such Academic License Option as set forth in the table below. 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.

ACADEMIC LICENSE OPTIONS AND INSTALLATION TYPES

Academic License Options: Permitted Installation Types

Individual: Standalone Named User

Group: Designated Computer

Concurrent: Network Concurrent User

Classroom: Designated Computer, Network Concurrent User

4.1. Academic License Options.

4.1.1. Individual. Except as specifically set forth in Section 4.3 hereof, the Individual License Option permits only the Standalone Named User Installation Type. Program use is restricted to the single, designated Named User.

4.1.2. Group. Except as specifically set forth in Section 4.3 hereof, the Group License Option permits only the Designated Computer Installation Type. The Programs may be operated on up to the maximum number of Designated Computers licensed for each Program. Licensee is responsible for ensuring that the total number of Designated Computers on which each Program is installed and used does not exceed the number licensed for each Program. This License Option must be centrally administered and maintained. Licensee shall be responsible for, and shall assign a central administrator the task of accurately counting and controlling the number of Designated Computers on which installation of each Program is allowed, and installing and administering the Programs including new versions of the Programs delivered during any paid Software Maintenance Service term.

4.1.3. Concurrent. Except as specifically set forth in Section 4.3, the Concurrent License Option permits only the Network Concurrent User Installation Type.

4.1.4. Classroom. Except as specifically set forth in Section 4.3, the Classroom License Option permits only the Network Concurrent User and/or Designated Computer Installation Types. 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.

4.2. Installation Types.

4.2.1. Standalone Named User. The Programs may only be installed and

operated on one or more individual Computers, provided the Programs are only accessible to, and operated 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. Licensee may redesignate the Named User for a Program, whether temporarily or not, no more than four (4) times per year. A Named User may not use a Program on more than two (2) Computers simultaneously.

4.2.1.1. Alternatively, for the Windows(R) platform only, Licensee may install and operate the Programs on a single, designated, Computer as described in Section 4.2.2 below (a "Designated Computer" Installation Type). This Designated Computer Installation Type is in lieu of the Standalone Named User rights above, not in addition to those rights, and is intended to accommodate a single Windows Computer shared by multiple Licensed Users.

4.2.2. Designated Computer. The Programs may only be installed and operated on a single, designated Computer, provided the Computer is not a network server and 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 per year.

4.2.3. Network Concurrent User. The Programs may only be installed in a central location on a single designated network server. Licensee must run the License Manager in its Concurrent mode 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 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. Portions of the Programs may be installed on university-owned or controlled individual Computers to accelerate startup times, as long as the installations on the individual Computers are controlled by the License Manager on the network server. Licensees of the Concurrent License Option are prohibited from providing Program access to users located outside the country in which the License Manager server is installed.

4.3. MATLAB(R) Distributed Computing Engine. Licensees of the MATLAB(R) Distributed Computing Engine Program ("MDCE") are permitted to install and make available Programs, other than any Ineligible Program, on one or more Computers ("Computer Cluster") solely for use through the MDCE, provided that (1) the Programs on the Computer Cluster are controlled by a single License Manager for

each MDCE, (2) the number of simultaneous Program sessions does not exceed the number of Engine workers acquired, (3) access to any Program, whether in the MDCE or otherwise, remains limited to those persons who are Licensed Users of such Programs, and the Distributed Computing Toolbox; and (4) access to any Program, including the MDCE, is not made available (i) to any Third Party without the advance written consent of MathWorks, or (ii) to any user outside the country in which the MDCE License Manager is installed.

5. REMOTE AND SHARED OPERATIONS

Subject also to the foregoing:

5.1. Remote Desktop Access:

Using the Microsoft(R) Remote Desktop connection feature or similar technologies:

- 5.1.1. Named Users may remotely access Programs for which they are licensed.
- 5.1.2. Network Concurrent Users may remotely access Concurrent Programs served by the License Manager server for the License under which they are operating.
- 5.1.3. The Licensee of a Designated Computer Installation 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 per year.

5.2. Shared Access to the Desktop:

- 5.2.1. A Licensed User may use Microsoft(R) Remote Assistance technology, NetMeeting(R) conferencing software, or similar technologies to share the desktop view of a Program session remotely with another individual for assistive purposes only.

THE MATHWORKS, INC. SOFTWARE LICENSE AGREEMENT - Student Version 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 Installation and Use Addendum apply to the MATLAB(R) and Simulink(R) Student Version Programs and to any other Programs licensed under the Agreement at prices offered to students enrolled in degree-granting educational institutions

("Student prices"). This Addendum imposes certain additional obligations and restrictions with respect to the Programs licensed at such Student prices that are not contained in the Agreement. In the event of a conflict between the provisions of this Addendum and the Agreement, these Addendum provisions shall apply. The license provided for in this Addendum is referred to as a "Student License".

2. RETURNS AND REFUNDS. Returns and refunds of Student License purchases are subject to the refund policies at the time and point of purchase.
3. 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 installation and 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.
4. ELIGIBILITY. Licensee further agrees to the following eligibility restrictions of the Student License: the Licensee must be a student enrolled in a degree-granting educational institution or participating in a continuing education program at a degree-granting educational institution.
5. LICENSE TERM. The Student License may be acquired (as available) in one of two, separate term lengths, either the Standard Student License Term (for the standard Student Version License) or the One-Year Student License Term (for the Student Version One-Year License). Licensees of the Standard Student License Term agree that their Student License expires automatically immediately after the duration of Licensee's enrollment in a degree-granting institution or participation in a continuing education program of a degree-granting institution. Licensees of the One-Year Student License Term agree that their Student License expires automatically after one year, as measured from the date the Student License is first activated.
6. INSTALLATION AND USE. The Student License permits the Licensee to use the Programs at any time during the Term in accordance with the Agreement on not more than two (2) Computers that Licensee owns or leases provided (i) the Programs are only accessible to, and operated by, Licensee, and (ii) Licensee has provided machine-specific identification for such Computers through the registration and activation process. Network installation is prohibited.
7. SOFTWARE MAINTENANCE SERVICE. Software Maintenance Service is not available for a Student License.
8. ASSIGNMENT. Student Licenses are nontransferable.
9. DISTRIBUTION OF STUDENT VERSION LICENSES BY DEGREE-GRANTING EDUCATIONAL INSTITUTIONS. A degree-granting educational institution (the "Institution") may place orders for Student Licenses and add-on Programs for its enrolled students only for installation and use in

accordance with this Addendum. It is expressly understood and agreed the Institution shall take appropriate action to ensure (i) the Agreement including this Addendum is delivered to each student Licensee intact with the distribution of media; (ii) media seal notices provided by MathWorks regarding the licensing of the Programs are delivered intact to the student Licensees in receipt of media; and (iii) each student Licensee is instructed not to copy the Programs or use them for commercial purposes, and is required by the Institution to de-install the Programs at the expiration of the Term for such student Licensee.

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. Each capitalized term used herein and not defined herein shall have the meaning ascribed to it in the Agreement.

1. PURPOSE. The MathWorks, Inc. Software License Agreement (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. If the Programs licensed by Licensee under the Agreement contain Source Code or Object Code Program Components, then this Addendum sets forth the Licensee's rights with respect to creating Applications and Derivative Forms and distributing Applications, Derivative Forms, and Deployment Programs, as well as certain additional obligations related thereto.

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 M-files, MDL-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 M-files, MAT-files, P-code, MDL-files, C/C++ files, VHDL-files, Verilog-files, TLC-files, or other Source Code files supplied with the Programs ("User Files"). Licensee may distribute, sublicense, and resell without restriction, User Files.

3. NONCOMPETITION. Licensee agrees not to use the Programs, Derivative Forms, Generated Forms, or Program Components to make or distribute its own or a Third Party's Application, 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 granted by Licensee to its end-users for the installation and use of Licensee's Application.
- 4.3. Generated Forms. The output of the MATLAB Compiler, Real-Time Workshop(R), Stateflow(R) Coder, Simulink(R) HDL Coder, Embedded Coders, and other MathWorks' code generation Programs in the form of Source 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. MCR Libraries. MATLAB Component 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(TM), MATLAB(R), 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. Any MathWorks Program that either (a) generates Object Code or Source Code in response to user input, or (b) contains executable functions or data accessed by an Application (such as a DLL file).

5. DEPLOYMENT PROGRAMS. Licensed Users of MathWorks' Deployment Programs may automatically generate code from M-files, Simulink(R)/Stateflow(R) diagrams, and other representations, into Generated Forms. Furthermore, Licensee may copy and deploy these Generated Forms for use outside of the Programs.

Not all Programs are eligible for deployment within Licensee's Application. For a list of Ineligible Programs see www.mathworks.com/ineligible_programs.

5.1. MATLAB(R) Application Deployment Programs

5.1.1. MATLAB(R) Compiler. Licensee may use and distribute the MCR Libraries for the sole purpose of running Licensed User's Application generated by the MATLAB Compiler. Licensee may deploy, at no cost, copies of such Applications that incorporate the MCR Libraries and compiled versions of M-files from the licensed Programs required for the Application. No further fees shall be due to MathWorks for such deployment within such Applications, regardless of whether the Application is distributed solely for Licensee's Internal Operations or to Third Parties.

Licensee may make copies of the MCR Libraries accessible for deployment on an internal server provided such deployment is solely to its Licensed Users for use with an Application and for Licensee's Internal Operations only. Licensee agrees to employ the same security measures to protect the MCR Libraries as it uses to safeguard Licensee's own proprietary intellectual property, but in no event less than reasonable care. No further fees shall be due to MathWorks for such server deployment.

Licensee is prohibited from making copies of the MCR Libraries accessible to any Third Party separate from a Licensed User's Application.

5.1.1.1. Licensed User may include, by compilation for deployment,

only those select M-files from the licensed Programs required for the Application.

- 5.1.1.2. In no event shall Licensee distribute any library header files.
- 5.1.1.3. Licensee's Application may not provide functionality or behavior similar to that of the MATLAB command line.
- 5.1.1.4. Licensee's Application may not allow operation of the code generation capabilities of Programs.
- 5.1.1.5. Licensee's Application may not provide access to an entire Program or a substantial portion of a Program.
- 5.1.1.6. Licensee shall include the notice "MATLAB(R). (c) 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.
- 5.1.1.7. Licensee must state in the documentation or other materials distributed with the Application that Licensee's limited rights to the deployment are governed by a certain license agreement between Licensee and MathWorks. Licensee may not modify or remove any license agreement file (MathWorks or Third-Party) that is included with the MCR Libraries ("MCR Library License"). Licensee shall insure that any licensee of the Application must first accept the terms of such MCR Library License prior to installation of the Application.

5.2. Simulink(R) Application Deployment Programs

- 5.2.1. Deployment 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, code generation instructions, libraries, and Application Programming Interface (API) for use with the code generated by the Simulink family of products, including Real-Time Workshop, Stateflow Coder, Simulink HDL Coder, Embedded Coders and other Programs. Licensee may use, copy, and modify these files in source code form for different development targets provided that they are only copied for development use in connection with Real-Time Workshop, Embedded Coders, Stateflow Coder, or other code generation Programs.
 - 5.2.1.1. 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.
 - 5.2.1.2. 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.

- 5.2.2. Real-Time Windows Target. Licensee may not incorporate Real-Time Windows Target into an Application for deployment without contracting with MathWorks for an OEM or VAR agreement.
- 5.2.3. xPC Target. Licensee may develop Applications that incorporate Linked-in copies of xPC Target and those files required for the Application that have been compiled or otherwise obtained from Real-Time Workshop and/or Stateflow Coder on a single development PC, and download that Application to a target PC directly connected to the development PC by either Ethernet or serial connections. When running on xPC TargetBox(R), the Application may also be used for standalone operation, without connection to the development PC.
 - 5.2.3.1. The right to distribute the Application beyond the target PC is contingent upon acquiring a License for the xPC Target Embedded Option. 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. Additionally, the Embedded Option License allows for the deployment of API DLL's beyond the development PC. No further fees shall be due to MathWorks for such deployment outside of an Application, regardless of whether the API DLL's are deployed 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.
 - 6.1.3. Licensee may not transfer Source Code, development rights, or

development capabilities for any Source Code or Object Code to any Third Party.

6.2. MAT-files. Licensed User may create and distribute Applications that read MAT-files using the MAT-file API, however, if such Applications are distributed to Third Parties, they must also implement MAT-file write capability.

7. DERIVATIVE FORMS. A Licensee shall only be permitted to distribute a Derivative Form to Third Parties (a) to the extent expressly permitted under Articles 5 or 6 of this Addendum, or (b) subject to the requirements of this Article 7. A Licensee may only distribute a Derivative Form to a Third Party under this Article 7 if such Third Party is bound by a Software License Agreement with MathWorks that requires such Third Party to treat such Derivative Forms received from Licensee as such Third Party's own Derivative Form thereunder. Licensee agrees that if such a Third Party provides Licensee with software that is a Derivative Form under the terms of such Third Party's Software License Agreement with MathWorks (or would otherwise be a Derivative Form under the terms of this Agreement), then Licensee shall treat such software as a Derivative Form hereunder as if Licensee has modified or generated the software itself.

8. WEB APPLICATIONS. Only Programs licensed under the Network Concurrent User or Designated Computer Installation Types may be called from within a web Standalone Application, provided the web Standalone Application does not provide access to the MATLAB command line, or any of the licensed Programs with code generation capabilities. In addition, Licensed Users may not provide access to an entire Program or a substantial portion of a Program. Such operation of a Standalone Application via a web interface may be provided to an unlimited number of web browser clients, at no cost, for Licensee's own use for its Internal Operations, and for use by Third Parties.

9. APPLICATION LICENSING. For any distribution of Applications containing Object Code or Generated Forms to:

9.1. Licensee's internal organization: Licensee shall take appropriate action by instruction, agreement, or otherwise with any recipients of the Application, so as to enable Licensee to satisfy its obligations under the terms of this Addendum and the Agreement.

9.2. Third Parties: Your Application shall be accompanied by an Application License whose terms and conditions are at least as restrictive as the Agreement, unless the Application is part of an embedded system that has no provision for licensing to its end users.

9.2.1. The Application license for Third Parties must explicitly exclude MathWorks and its Licensors from all liability for damages or any obligation to provide remedial actions.

9.2.2. In no circumstance shall Licensee include a warranty for any form of a Program that is inconsistent with or additional to the warranty contained in the Agreement.

- 9.2.3. The additional translation, use, and deployment rights granted in this Addendum are nontransferable without MathWorks' consent and shall not be conveyed in Licensee's Application license.
- 9.2.4. All copyright and proprietary notices for the Programs that appear in the original form delivered to Licensee shall be duplicated and included with Licensee's own copyright notices for the Application, wherever they appear.
- 9.2.5. Licensee may not remove any copyright, trademark, logo, proprietary rights, disclaimer or warning notice included on or embedded in any part of the deployed Application.

9.3. Notwithstanding the termination of the Agreement, all valid Application licenses shall remain and continue in full force and effect, and, if the Agreement was not terminated due to: (a) Licensee's failure to pay the applicable fees to MathWorks, (b) Licensee's violation of the License restrictions, or (c) violation of MathWorks' proprietary rights in the Programs; then Licensee may continue to use the Programs to support Applications that have been placed in use pursuant to an Application License prior to the effective date of termination.

10. DISCLAIMER OF OBLIGATIONS AND LIABILITY.

- 10.1. MathWorks shall have no support or warranty obligations, and disclaims all liability, for Applications developed or distributed by Licensee.
- 10.2. Licensee agrees that prior to using, incorporating, or distributing the Programs in any Application, it will thoroughly test and validate the Application and the functionality of the Programs in that Application and be solely responsible for any problems or failures.
- 10.3. 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 or (ii) the use of the Programs by Licensee.

11. GENERAL. Licensee acknowledges and agrees that a breach of the obligations set forth in this Addendum shall be a material breach of the Agreement.