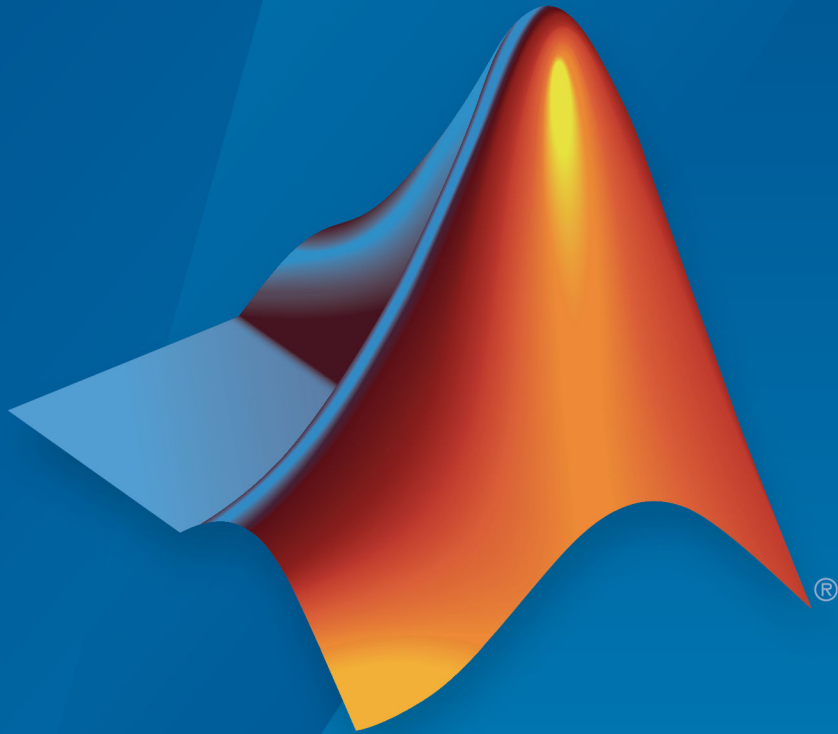


# Program Offering Guide



R2018b

# Program Offering Guide

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Release 2018b

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### *Program Offering Guide*

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# About This Guide

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This Program Offering Guide is an integral part of the Documentation for Release 2018b.

- Part One describes each of the different License Offerings.
- Part Two explains your limited rights to modify Program Components and distribute Applications that are made using the Programs that you license from MathWorks.
- Part Three explains how you are permitted to use the Programs in Automation Servers and External Applications, and identifies the Transformation Programs for which Client Access Licenses may be required to provide server access or system automation.
- Part Four provides information about MathWorks Software Maintenance Service.
- Part Five contains a Glossary of definitions of capitalized terms used in this Program Offering Guide. Any capitalized terms used in this Program Offering Guide that are not in the Glossary are defined in The MathWorks, Inc. Software License Agreement (the “Software License Agreement”).

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

# Part One: License Offerings

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A License Offering is comprised of:

- (i) a License Option that specifies principally how the License Offering works and is measured or counted;
- (ii) a License Use that specifies who can use the Programs in terms of the types of organizations, individuals, or activities eligible to use the License Offering; and, if applicable,
- (iii) Specific Program Use Rights for MATLAB Distributed Computing Server (“MDCS”) and MATLAB Production Server.

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

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

## 1. License Options

### 1.1. Individual License Option

- (i) The Individual License Option provides for use of Programs by a single Named User.
- (ii) A Named User may install the Programs on up to four (4) different Computers but may not use a Program on more than two (2) Computers simultaneously, except that Student and Home Licenses are limited to a single Computer.
- (iii) The Licensee may redesignate the Named User authorized to use a Program, whether temporarily or not, up to four (4) times in any twelve (12) month period, except that Student and Home Licenses are not transferable.
- (iv) The Computer login of the Named User may not be shared with any other individual.

## **1.2. Designated Computer License Option**

- (i) The Designated Computer License Option provides for use of Programs on a single, physical (not virtual) designated Computer.
- (ii) The Programs may be operated by only one Licensed User at any given time.
- (iii) The Programs must be operated from the Designated Computer's console, except for remote access as allowed in Section 1.6 below.
- (iv) The Licensee may redesignate the Computer, whether temporarily or not, up to four (4) times in any twelve (12) month period.

## **1.3. Network Named User License Option**

- (i) The Network Named User License Option provides for a specified number of designated Named Users to use the Programs on any Computer that is connected to the same, single License Manager.
- (ii) The License Manager must be activated on a single Computer.
- (iii) The Programs may be operated by Named Users on Computers served by the same, single License Manager up to the maximum number of Named Users licensed for each Program.
- (iv) A Named User may not use a Program on more than two (2) Computers simultaneously.
- (v) The Programs may be installed on individual Computers to accelerate startup times as long as the use on all Computers is controlled by the same, single License Manager.
- (vi) The Licensee may redesignate the Named Users for a Program, whether temporarily or not, up to four (4) times in any twelve (12) month period.
- (vii) A Computer login of a Named User may not be shared with any other individual.
- (viii) The Network Named User License Option is only available for Standard License Use.



## 1.4. Concurrent License Option<sup>1</sup>

- (i) The Concurrent License Option provides for a specified number of concurrent keys for each Program on the License that may be used simultaneously by Licensed Users on any Computer that is connected to the same, single License Manager.
- (ii) Before using a Program on any Computer, the Licensed User must check out a separate concurrent key from the License Manager for that Computer.
- (iii) The License Manager must be activated on a single Computer.
- (iv) The Programs may be installed on individual Computers to accelerate startup times as long as the use on all Computers is controlled by the same, single License Manager.
- (v) Licensees are prohibited from providing Program access to users located outside the Country<sup>2</sup> for which the Program is licensed unless Licensee has contracted for global use.
- (vi) For Academic and Classroom License Uses, installation of the Programs on students' own Computers is not permitted.

## 1.5. Total Headcount License Option

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

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<sup>1</sup> Details for MDCS and MATLAB Production Server vary. See Section 3 below.

<sup>2</sup> Solely in respect to a Concurrent License Option licensed for a Standard License Use, "Country" means in respect to member countries of the North American Free Trade Agreement ("NAFTA"), all such countries collectively; and in respect to Iceland, Norway, Switzerland, and member countries of the European Union ("EU"), all such countries collectively.

## 1.6. Remote Desktop and Shared Desktop

This section applies to all License Options above.

- (i) **Remote Desktop:** A Licensed User may remotely access Programs using the Microsoft® Remote Desktop connection feature or similar technologies. For the Designated Computer License Option, only one named Licensed User may remotely access the Programs, such Licensed User not to be redesignated more than four (4) times in any twelve (12) month period.
- (ii) **Shared Desktop:** A Licensed User may share remotely the desktop view of a Program session with another individual for assistive or demonstrative purposes only, using Microsoft® Remote Assistance technology, Skype® conferencing software, or similar technologies<sup>3</sup>.

## 2. License Uses

### 2.1 Standard

- (i) Standard Licenses are available for commercial, government, or other organizational use and are restricted to Internal Operations.
- (ii) The Standard License is available under any of the License Options described above except for the Total Headcount License Option.

### 2.2 Educational Institutions

- (i) Educational Institution Licenses are available solely to degree-granting educational institutions and primary and secondary schools licensing the Programs for Academic Internal Operations.
- (ii) Use rights and associated License Options are determined based on the type of License acquired: Academic, Classroom, Total Academic Headcount, Total Student Headcount, or Primary and Secondary Schools.
- (iii) Technical support and installation support are available for faculty and academic staff. Installation support is available for students.
- (iv) Data Center Use: Academic Internal Operations includes the installation and use of the Programs in a data center, high performance computing center, or other academic computing resource controlled by Licensee (“Data Center”) by any individual who has been granted access to the Data Center by Licensee for the

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<sup>3</sup> Microsoft and Skype are registered trademarks of Microsoft Corporation.

purpose of performing software administration, teaching, or noncommercial academic research. In the case of Data Center use by an individual who is not an enrolled student, employee, or other academic staff of Licensee, downloading and use of any Programs on the individual's Computer or any other Computer not controlled by Licensee is expressly prohibited.

### **2.2.1 Academic**

- (i) Program use is restricted to individuals listed in the definition of Academic Internal Operations (see Glossary).
- (ii) The Academic License is available under any of the Individual, Designated Computer or Concurrent License Options.

### **2.2.2 Classroom**

- (i) Program use is restricted to students, instructors, and software administrators in on-campus facilities that are used solely in support of classroom instruction of students.
- (ii) The Classroom License is available under either the Designated Computer or Concurrent License Option.
- (iii) Research use is not permitted.

### **2.2.3 Total Academic Headcount**

- (i) Program use is restricted to all faculty, researchers, and students on Computers owned or leased by the institution or by the individual faculty, researcher, or student, and solely under the Total Headcount License Option.

### **2.2.4 Total Student Headcount**

- (i) Program use is restricted to all students of the institution on Computers owned or leased by the student, and solely under the Total Headcount License Option.

### **2.2.5 Primary and Secondary School**

- (i) Program use is restricted to all faculty, academic staff, and students of the school on Computers owned or leased by the school or by the individual faculty, staff, or student.
- (ii) Primary and Secondary School Licenses are available solely to primary and secondary schools under the Total Headcount License Option.
- (iii) Each Primary and Secondary School License is limited to a single physical address.

## 2.3 Student

- (i) Student Licenses may be licensed by students enrolled in degree-granting educational institutions, or primary and secondary schools, or those participating in a continuing education program at a degree-granting educational institution. A Licensee may use the Programs only on a single physical (not virtual) Computer owned or leased by the student.
- (ii) A Student License may also be licensed by teachers at primary and secondary schools for course preparation and teaching, and the Student License may be installed on Computers owned or leased by the teacher or school.
- (iii) A Student License may not be used for activities that are commercial, for profit, professional (except for primary and secondary school teachers using the License for the purpose of teaching at such schools), government, or revenue-generating.
- (iv) The Programs may only be accessible to, and used by, the Licensee.
- (v) Technical support for Student Licensees is limited to installation support.
- (vi) A Student License is not transferable.
- (vii) Returns and refunds of Student License purchases are subject to the refund policies at the time and point of purchase.

## 2.4 Home

- (i) A Home License may be licensed by an individual and may be used only for personal use. A Home License may not be used for activities that are commercial, for profit, professional, academic, government, or revenue-generating.
- (ii) A Licensee of a Home License may use the Programs only on a single physical (not virtual) Computer owned or leased by the Licensee.
- (iii) The Programs may only be accessible to, and used by, the Licensee.
- (iv) Technical support for Home Licensees is limited to installation support.
- (v) A Home License is not transferable.
- (vi) Returns and refunds of Home License purchases are subject to the refund policies at the time and point of purchase.

## **3. Specific Program Use Rights**

### **3.1. MATLAB Distributed Computing Server (“MDCS”)**

#### **3.1.1. General MDCS Use Rights**

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

- (i) For all License Uses except Total Academic Headcount: (1) all Programs being run on each MDCS must be controlled by the same, single License Manager, and (2) the number of simultaneous Program sessions by all Licensed Users may not exceed the number of MDCS workers licensed. (MDCS On-Demand allows you to scale the number of MDCS workers licensed. See Section 3.1.2 below for details.)
- (ii) If you have a Total Academic Headcount License: (1) the Programs may be controlled by separate License Managers, and (2) the number of simultaneous Program sessions by each Licensed User may not exceed the number of MDCS workers licensed.
- (iii) You must have access to a valid license to Parallel Computing Toolbox and any Programs you wish to use with MDCS in order to be able to run sessions of such Programs through MDCS. Access to the MDCS worker must be enabled through a validly licensed use of Parallel Computing Toolbox.
- (iv) Access to MDCS may not be made available to any user outside the country for which MDCS is licensed, unless the Licensee has contracted for global use or is using an Educational Institution License.
- (v) Access to MDCS may not be made available to any Third Party unless expressly allowed by your License Use.

#### **3.1.2. MDCS On-Demand Use Rights**

On-demand use of MDCS allows you to pay based on usage. Subject to all other restrictions in Section 3.1.1 above, 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 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, programs, or services are separate and are the responsibility of the Licensee.

## **3.2. MATLAB Production Server**

Licensed Users of 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 Part Two, Section 3.1 of this document (Deployment Rights; MATLAB Compiler).

# Part Two: Deployment Rights

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

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

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

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

## 1. Deployment Rights for User Files

You may distribute or sublicense User Files without restriction, provided that a principal purpose of the distribution or sublicense is not to replace or replicate a Program or any part of a Program and you otherwise comply with the general restrictions of the Software License Agreement and your License Offering. “User Files” are MATLAB code files, Simulink model files, MEX-files, MAT-files, VHDL-files, Verilog-files, FIG-files or P-files that you create and that do not include any code obtained from MATLAB code files, Simulink model files, MAT-files, VHDL-files, Verilog-files, TLC-files, P-code, C/C++ files or other Source Code files supplied with the Programs.

## 2. Deployment Rights for Derivative Forms

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

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

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## 3. Deployment Rights for Generated Forms and Applications

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

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

### 3.1. MATLAB Compiler

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

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



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

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

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

## 3.2. Coder Programs

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

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

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

## 3.3. Simulink Real-Time

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

## 3.4. API Code

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

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

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

### **3.5. MAT-Files**

You may create and distribute Applications that read MAT-files using the MAT-file API, but if you distribute such Applications to third parties, they must also implement MAT-file write capability.

## **4. Application License**

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

# Part Three: Automation Servers and External Applications

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

## 1. Definitions

**“Automation Server”** means an automated, batched, cron, scheduled, or unattended process for software development, simulation, code generation, validation, verification, or deployment or any other type of Program execution that processes Program Input Artifacts. Automation Server includes server farm, cluster, grid, build system, continuous integration system, regression server, data center, and similar types of systems. Automation Server also means an individual executing a Program to process Program Input Artifacts on behalf of other individuals in order to minimize or avoid purchasing additional licenses for such Program.

**“External Application”** means an external interface or application, such as a web application or an application written in another language, that calls or invokes the Programs.

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

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

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

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

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

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

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

- viii) Programs licensed under Individual or Network Named User License Option:

Programs may be run on an Automation Server or from an External Application if the Program license is dedicated to this use and is not used for other purposes, and the Program is not used on more than one (1) Computer at any time.

- ix) Programs licensed under Designated Computer License Option:

Programs may be run on an Automation Server or from an External Application if the Program license is dedicated to this use and is not used for other purposes.

- x) Programs licensed under Concurrent License Option or Total Headcount License Option:

Programs may be run on an Automation Server or from an External Application.

## **3. Transformation Programs and Client Access Licenses**

### **3.1. Transformation Programs**

The Transformation Programs are:

- MATLAB Coder
- Simulink Coder
- Embedded Coder
- HDL Coder
- Filter Design HDL Coder
- Simulink PLC Coder
- GPU Coder
- MATLAB Compiler
- MATLAB Compiler SDK
- Simulink Design Verifier
- Simulink Code Inspector

Section 3.14 of the Software License Agreement states that you are not permitted to “create a server or automated system for the Transformation Programs without obtaining a license from MathWorks that expressly allows such use.” The Transformation Programs may be used in Personal Automation Servers or Personal External Applications. The Transformation Programs may only be used in Automation Servers or External Applications if you have sufficient licenses as described in Section 3.2 below.

### **3.2. Client Access Licenses**

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

CALs are offered for Individual, Network Named User, Designated Computer, and Concurrent License Options. CALs are only offered for Standard Licenses and only with an Annual term.

If a Licensee is using a Transformation Program to process Program Input Artifacts in an Automation Server, or calling a Transformation Program from an External Application, the Licensee's total number of licenses (including CALs) for that Transformation Program must be no less than the number of MATLAB or Simulink licenses used to create or modify the Program Input Artifacts. For the Concurrent License Option, the Licensee's total number of licenses (including CALs) for that Transformation Program may instead be based on the number of Licensed Users of MATLAB or Simulink licenses used to create or modify the Program Input Artifacts.

Examples:

1. Licensee uses MATLAB Compiler to create or modify MATLAB files used in an Automation Server or External Application.
  - If Licensee has 5 Individual licenses of MATLAB and 2 Individual licenses of MATLAB Compiler, Licensee needs to purchase 3 Individual MATLAB Compiler CALs.
  - If Licensee has 5 Individual licenses of MATLAB and 5 Individual licenses of MATLAB Compiler, no CALs are needed.
2. Licensee uses Simulink Coder to create or modify Simulink models used in an Automation Server or External Application.
  - If Licensee has a Concurrent license with 10 Simulink keys and 3 Simulink Coder keys, Licensee needs 7 Simulink Coder CAL keys.
  - If Licensee has a Concurrent license with 10 Simulink keys and 10 Simulink Coder keys, no CAL keys are needed.

# Part Four: Software Maintenance Service

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MathWorks Software Maintenance Service is required in order to receive the following services<sup>4</sup>:

- Product updates with new features, enhancements, and bug fixes
- Direct technical support by phone, email, and web
- Ability to add new Programs<sup>5</sup>
- Access and storage for online services including MATLAB Mobile, MATLAB Drive, and MATLAB Online
- Access to prereleases of Programs that are available for pre-release
- Add-ons and Support Packages via Add-On Explorer
- Converting License Option<sup>6</sup>
- Transferring Programs<sup>5, 6</sup>
- Changing country of Licensed Users or changing License to global use<sup>6</sup>
- Enhanced web access to trial licenses of Programs

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

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

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<sup>4</sup> Services may vary depending on License Offering.

<sup>5</sup> Program dependency rules apply.

<sup>6</sup> Additional fees may apply.



## **Fees for Lapsed Software Maintenance Service**

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

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

# Part Five: Glossary of Terms

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“Academic Internal Operations” means the use of the Programs by enrolled students, employees (faculty and academic staff), and other academic staff (including visiting professors and researchers), provided that such other academic staff have been granted institution email accounts and internal network login privileges by the Licensee. Such use must be in accordance with the Educational Institutions License Use acquired, for the purpose of (i) in the case of employees and other academic staff, performing software administration, teaching, and noncommercial, academic research in their ordinary course; and (ii) in the case of enrolled students, meeting classroom requirements of courses and study offered by the Licensee. Academic Internal Operations includes Data Center Use as described in Part One, Section 2.2(iv) above.

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

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

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

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

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

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

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

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

“Named User” means a Licensed User, that must be an individual, designated and identified by the Licensee as the “Named User” for a License to a Program, and in respect to the Network Named User License Option, listed in the Local License Options File.

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

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

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

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

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

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