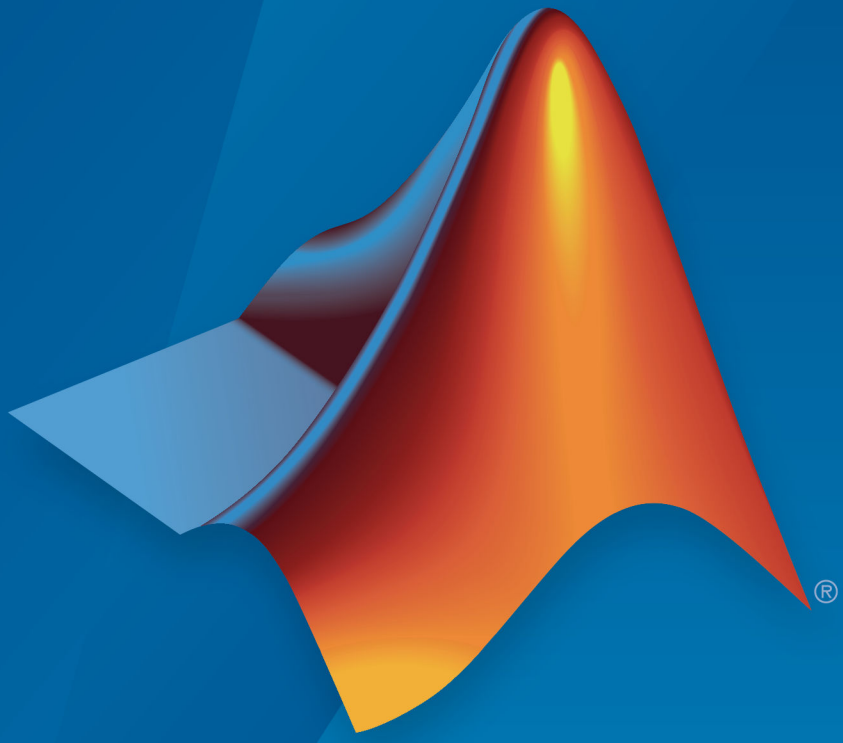
Program Offering Guide



R2020**b**

MathWorks®

Program Offering Guide

Release 2020b

How to Contact MathWorks

Latest news:	www.mathworks.com/sales_and_services
Sales and services:	www.mathworks.com/sales_and_services
User community:	www.mathworks.com/matlabcentral
Technical support:	www.mathworks.com/support/contact_us
Phone:	508-647-7000

The MathWorks, Inc.
1 Apple Hill Drive
Natick, MA 01760-2098

Program Offering Guide

© COPYRIGHT 2020 by The MathWorks, Inc.

The software described in this document is furnished under a license agreement. The software may be used or copied only under the terms of the license agreement. No part of this manual may be photocopied or reproduced in any form without prior written consent from The MathWorks, Inc.

FEDERAL ACQUISITION: This provision applies to all acquisitions of the Program and Documentation by, for, or through the federal government of the United States. By accepting delivery of the Program 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 Program 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 Program and Documentation, unused, to The MathWorks, Inc.

Trademarks

MATLAB and Simulink are registered trademarks of The MathWorks, Inc. See `www.mathworks.com/trademarks` for a list of additional trademarks. Other product or brand names may be trademarks or registered trademarks of their respective holders.

Patents

MathWorks products are protected by one or more U.S. patents. Please see `www.mathworks.com/patents` for more information.

Contents

Part One: License Offerings 1
1. License Options 1
1.1. Individual License Option 1
1.2. Designated Computer License Option 2
1.3. Network Named User License Option 2
1.4. Concurrent License Option 3
1.5. Total Headcount License Option 3
1.6. Enterprise License Option 3
1.7. Remote Desktop and Shared Desktop 4
2. License Uses 4
2.1 Standard 4
2.2 Educational Institutions 4
2.2.1 Academic 5
2.2.2 Classroom 5
2.2.3 Campus-Wide 5
2.2.4 Primary and Secondary School 5
2.3 Student 6
2.4 Home 6
3. Specific Program Use Rights 7
3.1. MATLAB Parallel Server 7
3.1.1. General Use Rights 7
3.1.2. MATLAB Parallel Server On-Demand Use Rights 7
3.2. MATLAB Production Server 8
3.3. MATLAB Web App Server 8
3.4. MATLAB Online Server 8
3.5. Polyspace Bug Finder Server and Polyspace Code Prover Server 8
Part Two: Deployment Rights 9
1. Deployment Rights for User Files 9
2. Deployment Rights for Derivative Forms 10
3. Deployment Rights for Generated Forms and Applications 10
3.1. MATLAB Compiler 10
3.2. Coder Programs 12
3.3. Simulink Real-Time 12
3.4. API Code 12
3.5. MAT-Files 13
4. Application License 13

Part Three: Automation Servers and External Applications 14
1. Definitions 14
2. Program Use in Automation Servers and External Applications 14
3. Transformation Programs and Client Access Licenses 16
3.1. Transformation Programs 16
3.2. Client Access Licenses 17
Part Four: Software Maintenance Service and Updates 19
1. Software Maintenance Service 19
1.1. Fees for Lapsed Software Maintenance Service 20
2. Updates 20
Part Five: Glossary of Terms 21

About This Guide

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

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

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

Part One: License Offerings

A License Offering is comprised of:

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

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

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

1. License Options

1.1. Individual License Option

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

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

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

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

1.2. Designated Computer License Option

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

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

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

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

1.3. Network Named User License Option

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

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

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

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

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

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

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

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

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

1.4. Concurrent License Option[1]

(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[2] for which the Program is licensed unless Licensee has contracted for global use.

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

1.5. Total Headcount License Option

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

1.6. Enterprise License Option

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

---

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

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

1.7. Remote Desktop and Shared Desktop

This section applies to all License Options above.

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

(ii) **Shared Desktop:** A Licensed User may share remotely the desktop view of a Program session with another individual for assistive or demonstrative purposes only, using Microsoft® Remote Assistance technology, Skype® conferencing software, or similar technologies[3].

2. License Uses

2.1 Standard

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

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

2.2 Educational Institutions

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

(ii) Use rights and associated License Options are determined based on the type of License acquired: Academic, Classroom, Campus-Wide, or Primary and Secondary School.

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

[3] *Microsoft and Skype are registered trademarks of Microsoft Corporation.*

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

2.2.1 Academic

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

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

2.2.2 Classroom

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

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

(iii) Research use is not permitted.

2.2.3 Campus-Wide

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

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

2.2.4 Primary and Secondary School

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

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

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

2.3 Student

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

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

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

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

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

(vi) A Student License is not transferable.

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

2.4 Home

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

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

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

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

(v) A Home License is not transferable.

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

3. Specific Program Use Rights

3.1. MATLAB Parallel Server

3.1.1. General Use Rights

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

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

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

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

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

3.1.2. MATLAB Parallel Server On-Demand Use Rights

On-demand use of MATLAB Parallel Server allows you to pay based on usage. Subject to all other restrictions in Section 3.1.1 above, Licensed Users of MATLAB Parallel Server may scale the number of worker instances on the following additional terms: (1) Licensee uses online licensing; and (2) Licensee agrees to pay all MATLAB Parallel Server on-demand fees incurred by its Licensed Users applicable to their on-demand use, if any, of worker instances. Any fees that may be due to any cloud providers for use of their platforms, programs, or services are separate and are the responsibility of the Licensee.

3.2. MATLAB Production Server

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

3.3. MATLAB Web App Server

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

3.4. MATLAB Online Server

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

3.5. Polyspace Bug Finder Server and Polyspace Code Prover Server

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

Part Two: Deployment Rights

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

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

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

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

1. Deployment Rights for User Files

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

2. Deployment Rights for Derivative Forms

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

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

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

3. Deployment Rights for Generated Forms and Applications

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

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

3.1. Compiler Programs

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

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

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

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

i) You may not distribute any library header files.

ii) You may not use your Application to enable access to the code generation capabilities of Programs or the capabilities of other Transformation Programs.

iii) Your Application may not provide capability similar to the capabilities of any of Programs, or provide functionality or behavior similar to that of the MATLAB command line or scripting and programming capabilities. Your Application also may not enable evaluation of end-user code or expressions.

iv) Your Application may not provide access to all or a substantial portion of a Program.

v) You must include the notice “MATLAB®. © 1984 - [INSERT YEAR MATLAB VERSION PUBLISHED] The MathWorks, Inc.” in your Application’s About Box, or similar visible location, and in the applicable documentation distributed with each copy of your Application.

vi) You may not modify or remove any proprietary notices included with Programs or Program Components. However, you are permitted to remove the MathWorks logo icon within the figure title bar of your Application and replace it with a different icon.

3.2. Coder Programs

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

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

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

3.3. Simulink Real-Time

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

3.4. API Code

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

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

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

3.5. MAT-Files

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

4. Application License

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

Part Three: Automation Servers and External Applications

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

1. Definitions

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

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

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

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

2. Program Use in Automation Servers and External Applications

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

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

i) Programs may be run on Personal Automation Servers or Personal External Applications.

ii) Programs may be run on Automation Servers using physical or virtual machines.

iii) Programs may be run on Automation Servers using shared administrative logins.

iv) Only Licensed Users of a Program may create or modify Program Input Artifacts that are processed by that Program running on an Automation Server.

v) External Applications may be used by any individual or entity, including Third Parties.

vi) External Applications must not: provide access to the MATLAB command line; provide access to an entire Program, a substantial portion of a Program, or a specific function of a Program; or enable evaluation of end-user code or expressions.

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

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

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

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

ix) Programs licensed under Designated Computer License Option:

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

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

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

3. Transformation Programs and Client Access Licenses

3.1. Transformation Programs

The Transformation Programs are:

MATLAB Coder
Simulink Coder
Embedded Coder
HDL Coder
Filter Design HDL
Coder Simulink PLC
Coder GPU Coder
MATLAB Compiler
MATLAB Compiler SDK
Simulink Compiler
Simulink Code Inspector
Simulink Design Verifier
Polyspace Bug Finder
Polyspace Code Prover
RoadRunner Scene Builder

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

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

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

3.2. Client Access Licenses

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

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

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

- For Transformation Programs in the MATLAB and Simulink product families, the Licensee's total number of licenses (including CALs) for the Transformation Program must be no less than the number of MATLAB or Simulink licenses used to create or modify the Program Input Artifacts.

- For Transformation Programs in the MATLAB and Simulink product families licensed under the Concurrent License Option, the Licensee's total number of licenses (including CALs) for the Transformation Program may instead be based on the number of Licensed Users of MATLAB or Simulink licenses used to create or modify the Program Input Artifacts.

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

Examples:

1. Licensee uses MATLAB to create or modify MATLAB files processed by MATLAB Compiler in an Automation Server or External Application.
   - If Licensee has 5 Individual licenses of MATLAB and 2 Individual licenses of MATLAB Compiler, Licensee needs to purchase 3 Individual MATLAB Compiler CALs.
   - If Licensee has 5 Individual licenses of MATLAB and 5 Individual licenses of MATLAB Compiler, no CALs are needed.

2. Licensee uses Simulink to create or modify Simulink models processed by Simulink Coder in an Automation Server or External Application.
   - If Licensee has a Concurrent license with 10 Simulink keys and 3 Simulink Coder keys, Licensee needs 7 Simulink Coder CAL keys.
   - If Licensee has a Concurrent license with 10 Simulink keys and 10 Simulink Coder keys, no CAL keys are needed.

Part Four: Software Maintenance Service and Updates

1. Software Maintenance Service

MathWorks Software Maintenance Service is required in order to receive the following services[4]:

- Product general releases with new features, enhancements, and bug fixes
- Direct technical support by phone, email, and web
- Ability to add new Programs[5]
- 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[6]
- Transferring Programs[5, 6]
- Changing country of Licensed Users or changing License to global use[6]
- Enhanced web access to trial licenses of Programs

4 Services may vary depending on License Offering.

5 Program dependency rules apply.

6 Additional fees may apply.

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

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

1.1. Fees for Lapsed Software Maintenance Service

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

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

2. Updates

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

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

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

Part Five: Glossary of Terms

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

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

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

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

“Compiler Programs” means MATLAB Compiler and Simulink Compiler.

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

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

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

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

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

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

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

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

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

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

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

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

09/2020