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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.

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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.

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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.
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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.
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4.2. **Application License.** A license granted by Licensee to its end-users for the installation and use of Licensee's Application.

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- 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).
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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.
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- 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.

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- 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.

September 2007
PN 20348

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The FreeRTOS GPL Exception text on this page applies to FreeRTOS V8.2.3 up to the latest version. The FreeRTOS GPL exception text that applies to versions prior to V8.2.3 is very similar, and can be found in the relevant FreeRTOS distribution packages.

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