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law, treaty, or regulation is in conflict with this Agreement, the conflicting terms of this Agreement shall be superseded only to the extent necessary by such law, treaty, or regulation.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

20. COMPLIANCE AND AUDIT RIGHTS. Licensee agrees to notify MathWorks promptly upon discovery of any failure to comply with one or more Licenses granted under this Agreement, or any failure to comply with any other material term of this Agreement. To confirm Licensee's compliance with the terms and conditions of this Agreement, Licensee agrees to allow MathWorks to audit Licensee's use of the Programs, and to provide MathWorks access to Licensee's facilities and Computers, and cooperation from Licensee's employees and consultants, as reasonably requested by MathWorks in order to perform such audit, all during normal business hours, and after reasonable prior notice from MathWorks. If an audit discloses that Licensee has failed to comply with one or more Licenses, and such failure to comply could have in part or in whole been avoided by Licensee having paid additional License fees to expand the scope of the License or Licenses, then Licensee shall promptly pay MathWorks such Licensing fees (at MathWorks' then current rates) and, if such unpaid License fees exceed 5% of the License fees paid to MathWorks for the applicable Programs during the applicable period during which such underpayment occurred, then Licensee shall, in addition to paying the unpaid License fees, also reimburse MathWorks the full cost of such audit.

21. LICENSE MANAGEMENT. During installation, you, or the Programs, may send information about the Programs and the Computer to MathWorks. This information includes the version of the Programs, operating system configuration parameters required for installation, and machine- specific identification (the Macrovision FLEXNET(R) "hostid") of the Computer. Licensee agrees that such information may be retrieved and utilized by MathWorks for installation and license management purposes.

22. HEADINGS. The inclusion of headings is for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

23. ENTIRE AGREEMENT. This Agreement, and any applicable Addendum thereto including any documents referenced therein are incorporated herein by reference, and contain the entire understanding of the parties and may not be modified or amended except by written instrument, executed by authorized representatives of MathWorks and Licensee. In the event of any conflict between this Agreement and any purchase order executed by Licensee (whether executed before or after this Agreement), this Agreement shall prevail.

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

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

1. SCOPE. The Installation and Use provisions of this Addendum apply to each Program licensed under the Agreement. The applicable provisions are determined by the particular License Option that Licensee acquired, including those related to the permitted Installation Type(s) associated with the License Option acquired.

2. LICENSE OPTIONS AND PERMITTED INSTALLATION TYPES. At the time the License is acquired, Licensee must select a License Option from those offered on MathWorks' then-current price list. If the License Option is not specified on Licensee's order, MathWorks shall determine the License Option for Licensee by comparing the price paid to MathWorks' then-current price list, less the appropriate discount, if any.

3. DEFINITIONS.

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

  3.2. License Manager. The Macrovision FLEXNET(R) license management software provided with the Program(s).

  3.3. Licensed Users. Those users of the Programs, designated by the Licensee as authorized to use the Programs for Licensee's Internal Operations, to the extent permitted by the License Option acquired.

  3.4. License Option. The specific rights, restrictions, and obligations under which Licensee may install and use a Program pursuant to the Agreement, including those related to the permitted Installation Type(s) associated with the License Option acquired.

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

4. INSTALLATION AND USE. Specific rights, obligations, and restrictions apply to each License Option. Licensee's right to install and use the Programs is determined by the License Option acquired, including the permitted Installation Type(s) with respect to such License Option as set forth in the table below. By accepting the terms and conditions of the Agreement, Licensee also accepts the License Option acquired.

LICENSE OPTIONS AND INSTALLATION TYPES

License Option: Permitted Installation Types

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

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

4.1. License Options.

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

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

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

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

4.2. Installation Types.

4.2.1. Standalone Named User. Programs may be installed and operated on one or more individual Computers, provided the Programs are only accessible to, and operated by, the Named User for that License. The physical locations of the Computers used by the Named User to run the Programs are not limited; the Computers may be located at work, home, in a laboratory, or on a laptop. Licensee may only designate one Licensed User access to or use of the Programs under each Named User License. Licensee may redesignate the Named User for a Program, whether temporarily or not, no more than four (4) times per year. A Named User may not use a Program on more than two (2) Computers simultaneously.

4.2.1.1. Alternatively, for the Windows(R) platform only, Licensee may install and operate the Programs on a single, designated Computer, provided the Computer is not a

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

4.2.2. Network Named User. Programs may only be installed in a central location on a single designated network server. Licensee must run the License Manager in its User-Based mode, and edit the Local License Options file to maintain a list of Named Users authorized to access and operate each Program. Licensee may re-edit the list of Named Users in the Local License Options file and may redesignate Named Users for a Program, whether temporarily or not, no more than four (4) times per year, provided the number of Named Users in the file never exceeds the number licensed per Program. Portions of the Programs may be installed on individual Computers to accelerate startup times, as long as the installations on the individual Computers are controlled by the License Manager on the network server. A Named User may not use a Program on more than two (2) Computers simultaneously.

4.2.3. Network Concurrent User. The Programs may only be installed in a central location on a single designated network server. Licensee must run the License Manager in its Concurrent mode and may have only as many Licensed Users simultaneously operating a Program at any given time as the number of Concurrent keys acquired for that Program. Subject to the foregoing, a Licensed User of the Concurrent License Option may utilize any number of Computers served by a single License Manager provided that, before using a Program on any Computer, the Licensed User checks out a separate Concurrent key from the License Manager for that Computer. Portions of the Programs may be installed on individual Computers to accelerate startup times, as long as the installations on the individual Computers are controlled by the License Manager on the network server. Licensees of the Concurrent License Option are prohibited from providing Program access to users located outside the country in which the License Manager server is installed unless Licensee has contracted for global use. For the purposes of the Concurrent License Option, all servers located in a member country of the North American Free Trade Agreement ("NAFTA") shall be considered located in the same country as those of the other NAFTA members, and all servers located in Iceland, Norway, Switzerland, or any member country of the European Union ("EU") shall be considered located in the same country.

4.3. MATLAB(R) Distributed Computing Engine. Licensees of the MATLAB(R) Distributed Computing Engine Program ("MDCE") are permitted to install and make available Programs, other than any Ineligible Program, on one or more Computers ("Computer Cluster") solely for use through the MDCE, provided that (1) the Programs on the Computer Cluster are controlled by a single License Manager for each MDCE, (2) the number of simultaneous Program sessions does not exceed the number of MDCE workers acquired, (3) access to any

Program, whether in the MDCE or otherwise, remains limited to those persons who are Licensed Users of such Programs, and the Distributed Computing Toolbox; and 4) access to any Program, including the MDCE, is not made available (i) to any Third Party without the advance written consent of MathWorks, or (ii) to any user outside the country in which the MDCE's License Manager server is installed, unless the Licensee acquires a separate license from MathWorks. For the purposes of this Section 4.3, all MDCE License Manager servers located in a member country of the North American Free Trade Agreement ("NAFTA") shall be considered located in the same country as those of the other NAFTA members, and all MDCE License Manager servers located in Iceland, Norway, Switzerland, or any member country of the European Union ("EU") shall be considered located in the same country.

5. REMOTE AND SHARED OPERATION.

Subject also to the foregoing:

5.1. Remote Access to the Desktop:

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

5.1.1. Named Users and Network Named Users may remotely access Programs for which they are licensed.

5.1.2. Network Concurrent Users may remotely access Programs served by the License Manager server for the License under which they are operating.

5.1.3. The Licensee of a Designated Computer Installation Type may designate one Licensed User to remotely access the Programs licensed on the Designated Computer for operation on that Designated Computer. Licensee may redesignate such Licensed User, whether temporarily or not, no more than four (4) times per year.

5.2. Shared Access to the Desktop:

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

THE MATHWORKS, INC. SOFTWARE LICENSE AGREEMENT - Academic Installation and Use Addendum

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

1. SCOPE. The provisions of this Academic Installation and Use Addendum apply to each Program licensed under the Agreement at prices offered only to degree-granting educational institutions ("Academic prices") for Academic Internal Operations only, as defined below. Research and development divisions and centers of universities, U.S. government agencies and other not-for-profit organizations do not qualify for Academic prices. This Addendum imposes certain additional obligations

and restrictions with respect to the Programs licensed at such Academic prices that are not contained in the Agreement. The applicable provisions are determined by the particular Academic License Option that Licensee acquires for each Program, including those related to the permitted Installation Type(s) associated with the Academic License Option acquired. In the event of a conflict between the provisions of this Addendum and the Agreement, these Addendum provisions shall apply.

2. ACADEMIC LICENSE OPTIONS AND PERMITTED INSTALLATION TYPES. At the time the License is acquired, Licensee must select an Academic License Option from those offered on MathWorks' then-current Academic price list. If the License Option is not specified on Licensee's order, MathWorks shall determine the License Option for Licensee by comparing the price paid to MathWorks' then-current Academic price list, less the appropriate discount, if any.

3. DEFINITIONS.

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

   3.2. Academic Internal Operations. The installation and use of the Programs by Licensed Users, in accordance with the Academic License Option acquired, for the purpose of (i) in the case of employees (faculty and academic staff), performing software administration, teaching, and noncommercial, academic research in their ordinary course as Licensee's employees; and (ii) in the case of enrolled students, meeting classroom requirements of courses and study offered by the Licensee. Any other use is expressly prohibited.

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

   3.4. Licensed Users. All enrolled students and employees (faculty and academic staff) of the Licensee who are authorized by Licensee to use the Programs for Academic Internal Operations in accordance with the Agreement, as revised from time to time, and to the extent permitted by the Academic License Option acquired. As used herein, "employees" excludes subcontractors and consultants of the Licensee.

   3.5. Academic License Option. The specific rights, restrictions, and obligations under which Licensee may install and use a Program pursuant to the Agreement, including those related to the permitted Installation Type(s) associated with the Academic License Option acquired.

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

4. INSTALLATION AND USE. Specific rights, obligations, and restrictions apply to each Academic License Option. Licensee's right to install and use the Programs is determined by the Academic License Option acquired, including the permitted Installation Type(s) with respect to such Academic License Option as set forth in the table below. By accepting the terms and conditions of the Agreement, Licensee also accepts the Academic License Option acquired, and agrees to use the

Programs only for Academic Internal Operations.

ACADEMIC LICENSE OPTIONS AND INSTALLATION TYPES

Academic License Options: Permitted Installation Types

Individual: Standalone Named User
Group: Designated Computer
Concurrent: Network Concurrent User
Classroom: Designated Computer, Network Concurrent User

4.1. Academic License Options.

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

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

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

   4.1.4. Classroom. Except as specifically set forth in Section 4.3,
        the Classroom License Option permits only the Network
        Concurrent User and/or Designated Computer Installation
        Types. Notwithstanding the foregoing definition of Academic
        Internal Operations, Programs licensed under the Classroom
        License Option are further restricted to use in connection
        with on-campus computing facilities that are used solely in
        support of classroom instruction of students. Research use
        is not permitted.

4.2. Installation Types.

   4.2.1. Standalone Named User. The Programs may only be installed and
        operated on one or more individual Computers, provided the
        Programs are only accessible to, and operated by, the Named
        User for that License. The physical locations of the
        Computers used by the Named User to run the Programs are not
        limited; the Computers may be located at work, home, in a
        laboratory, or on a laptop. Licensee may only designate one
        Licensed User access to or use of the Programs under each
        Named User License. Licensee may redesignate the Named User
        for a Program, whether temporarily or not, no more than four
        (4) times per year. A Named User may not use a Program on

more than two (2) Computers simultaneously.

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

4.2.2. Designated Computer. The Programs may only be installed and operated on a single, designated Computer, provided the Computer is not a network server and the Programs are only operated from that Computer's console by only one Licensed User at any given time. Licensee may redesignate the Computer for a Program to a different Computer, whether temporarily or not, no more than four (4) times per year.

4.2.3. Network Concurrent User. The Programs may only be installed in a central location on a single designated network server. Licensee must run the License Manager in its Concurrent mode and may have only as many Licensed Users simultaneously operating a Program at any given time as the number of Concurrent keys acquired for that Program. Subject to the foregoing, a Licensed User of the Concurrent License Option may utilize any number of Computers served by a single License Manager provided that, before using a Program on any Computer, the Licensed User checks out a separate Concurrent key from the License Manager for that Computer. Portions of the Programs may be installed on university-owned or controlled individual Computers to accelerate startup times, as long as the installations on the individual Computers are controlled by the License Manager on the network server. Licensees of the Concurrent License Option are prohibited from providing Program access to users located outside the country in which the License Manager server is installed.

4.3. MATLAB(R) Distributed Computing Engine. Licensees of the MATLAB(R) Distributed Computing Engine Program ("MDCE") are permitted to install and make available Programs, other than any Ineligible Program, on one or more Computers ("Computer Cluster") solely for use through the MDCE, provided that (1) the Programs on the Computer Cluster are controlled by a single License Manager for each MDCE, (2) the number of simultaneous Program sessions does not exceed the number of Engine workers acquired, (3) access to any Program, whether in the MDCE or otherwise, remains limited to those persons who are Licensed Users of such Programs, and the Distributed Computing Toolbox; and (4) access to any Program, including the MDCE, is not made available (i) to any Third Party without the advance written consent of MathWorks, or (ii) to any user outside the country in which the MDCE License Manager is installed.

5. REMOTE AND SHARED OPERATIONS

Subject also to the foregoing:

5.1. Remote Desktop Access:

Using the Microsoft(R) Remote Desktop connection feature or

similar technologies:

5.1.1. Named Users may remotely access Programs for which they are licensed.

5.1.2. Network Concurrent Users may remotely access Concurrent Programs served by the License Manager server for the License under which they are operating.

5.1.3. The Licensee of a Designated Computer Installation Type may designate one Licensed User to remotely access the Programs licensed on the Designated Computer for operation on that Designated Computer. Licensee may redesignate such Licensed User, whether temporarily or not, no more than four (4) times per year.

5.2. Shared Access to the Desktop:

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

THE MATHWORKS, INC. SOFTWARE LICENSE AGREEMENT - Student Version Installation and Use Addendum

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

1. SCOPE. The provisions of this Student Installation and Use Addendum apply to the MATLAB(R) and Simulink(R) Student Version Programs and to any other Programs licensed under the Agreement at prices offered to students enrolled in degree-granting educational institutions ("Student prices"). This Addendum imposes certain additional obligations and restrictions with respect to the Programs licensed at such Student prices that are not contained in the Agreement. In the event of a conflict between the provisions of this Addendum and the Agreement, these Addendum provisions shall apply. The license provided for in this Addendum is referred to as a "Student License".

2. RETURNS AND REFUNDS. Returns and refunds of Student License purchases are subject to the refund policies at the time and point of purchase.

3. REGISTRATION AND ACTIVATION. The Programs contain technology for the prevention of unlicensed or illegal use of the Programs. Licensee agrees to the use and application of such technology in the Programs (a) to limit the installation and use of the Programs by Licensee to a finite number of Computers, and (b) to require Licensee's registration of the Student License and activation of the Programs in advance of the use of the Programs (other than for temporary use) as further described in this Addendum and in the Documentation for the Programs.

4. ELIGIBILITY. Licensee further agrees to the following eligibility restrictions of the Student License: the Licensee must be a student enrolled in a degree-granting educational institution or participating in a continuing education program at a degree-granting educational institution.

5. LICENSE TERM. The Student License may be acquired (as available) in one of two, separate term lengths, either the Standard Student License Term (for the standard Student Version License) or the One-Year Student License Term (for the Student Version One-Year License). Licensees of the Standard Student License Term agree that their Student License expires automatically immediately after the duration of Licensee's enrollment in a degree-granting institution or participation in a continuing education program of a degree-granting institution. Licensees of the One-Year Student License Term agree that their Student License expires automatically after one year, as measured from the date the Student License is first activated.

6. INSTALLATION AND USE. The Student License permits the Licensee to use the Programs at any time during the Term in accordance with the Agreement on not more than two (2) Computers that Licensee owns or leases provided (i) the Programs are only accessible to, and operated by, Licensee, and (ii) Licensee has provided machine-specific identification for such Computers through the registration and activation process. Network installation is prohibited.

7. SOFTWARE MAINTENANCE SERVICE. Software Maintenance Service is not available for a Student License.

8. ASSIGNMENT. Student Licenses are nontransferable.

9. DISTRIBUTION OF STUDENT VERSION LICENSES BY DEGREE-GRANTING EDUCATIONAL INSTITUTIONS. A degree-granting educational institution (the "Institution") may place orders for Student Licenses and add-on Programs for its enrolled students only for installation and use in accordance with this Addendum. It is expressly understood and agreed the Institution shall take appropriate action to ensure (i) the Agreement including this Addendum is delivered to each student Licensee intact with the distribution of media; (ii) media seal notices provided by MathWorks regarding the licensing of the Programs are delivered intact to the student Licensees in receipt of media; and (iii) each student Licensee is instructed not to copy the Programs or use them for commercial purposes, and is required by the Institution to de-install the Programs at the expiration of the Term for such student Licensee.

THE MATHWORKS, INC. SOFTWARE LICENSE AGREEMENT - Deployment Addendum

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

1. PURPOSE. The MathWorks, Inc. Software License Agreement (the "Agreement") contains restrictions prohibiting Licensee from modifying, distributing, or providing access to the Programs or any Program Components (as defined below), except as expressly provided in this Addendum. If the Programs licensed by Licensee under the Agreement contain Source Code or Object Code Program Components, then this Addendum sets forth the Licensee's rights with respect to creating Applications and Derivative Forms and distributing Applications, Derivative Forms, and Deployment Programs, as well as certain additional obligations related thereto.

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

2. USER CREATED FILES. This Addendum does not apply to M-files, MDL-files, MEX-files, MAT-files, VHDL-files, Verilog-files, FIG-files and P-files that are created by Licensee and that do not include any code obtained from M-files, MAT-files, P-code, MDL-files, C/C++ files, VHDL-files, Verilog-files, TLC-files, or other Source Code files supplied with the Programs ("User Files"). Licensee may distribute, sublicense, and resell without restriction, User Files.

3. NONCOMPETITION. Licensee agrees not to use the Programs, Derivative Forms, Generated Forms, or Program Components to make or distribute its own or a Third Party's Application, a principal purpose of which, as reasonably determined by MathWorks, is to perform the same or similar functions as Programs licensed by MathWorks or which replaces any component of the Programs. Licensee shall not otherwise use the Programs to compete with the products or businesses of MathWorks, including by distributing Libraries, or any form of an entire Program or a substantial portion of a Program.

4.   DEFINITIONS.

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

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

  4.3. Generated Forms. The output of the MATLAB Compiler, Real-Time Workshop(R), Stateflow(R) Coder, Simulink(R) HDL Coder, Embedded Coders, and other MathWorks' code generation Programs in the form of Source Code, as well as such Source Code converted to Object Code or Linked forms.

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

  4.5. Linked. An executable or loadable file created by a compiler or linker program combining Object Code module files.

  4.6. MAT-file. The file format in which MATLAB stores data.

4.7. MCR Libraries. MATLAB Component Runtime support libraries and other files for deployment of Applications created with the MATLAB Compiler.

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

4.9. Program Component. Any portion of, or file provided with, a Program.

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

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