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Chastity Rohan Larry A Ryle High School Union, KY 41091

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- 19. COMPLIANCE WITH LICENSES. Licensee agrees to notify MathWorks promptly upon discovery of any failure to comply with this Agreement. Licensee agrees that, no more than once every twelve (12) months or within a reasonable time after a transfer, in addition to any other remedies at law or in equity, MathWorks or its authorized representative shall, upon reasonable prior notice, have the right to inspect Licensee's and Licensee's Affiliates' records, systems, and facilities, during normal business hours, to verify that Licensee's and its Affiliates' use of the Programs is in conformity with valid licenses and otherwise complies with this Agreement. If a verification discloses that Licensee's or any of its Affiliates' use is not in conformity with a valid license, Licensee shall immediately take all necessary steps to cure any past defaults, including paying any unpaid license fees, to bring Licensee's or any of its Affiliates' use into conformity.
- 20. LICENSE MANAGEMENT AND USAGE INFORMATION. The Programs contain technology for license management and for the prevention of unlicensed use. When Programs are activated, installed, or first used by a Licensed User, and periodically for license management and product improvement purposes, information about the License, use of the Programs, and the Computer will be transmitted to MathWorks. This data includes the License information, Computer identification, and location. Some License Offerings also require the MathWorks Account information and the operating system user name for the Licensed User. See MathWorks privacy policy at www.mathworks.com/privacy.
- **21. HEADINGS.** The inclusion of headings is for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- **22. ENTIRE AGREEMENT.** This Agreement contains the entire understanding of the parties and may not be modified, amended, or superseded except by a written agreement signed by MathWorks and Licensee.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.
- 23. DEFINITIONS. The definitions are an integral part of this Agreement.
- 23.1. "Affiliate" means a legal entity which is controlled by, or controls, or is under common control with Licensee. Control means (i) beneficial ownership of at least fifty percent (50%) of the voting securities, or (ii) a fifty percent (50%) or greater interest in the profits and capital of a partnership or other business organization with voting securities, provided that no other individual or entity other than the Licensee also has an equal fifty percent (50%) ownership or interest in the legal entity. Notwithstanding the foregoing, unless MathWorks provides its express written consent to treat the entity as an Affiliate, an Affiliate shall not include any entity to which MathWorks has expressly refused to license (or grant access under a license to) its software products or any entity that had a license for MathWorks software products that MathWorks expressly terminated.
- 23.2. "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.

- 23.3. "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 this 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 warring notice included on or embedded in any part of the deployed Application. Further, if Licensee's Application is generated with the MATLAB Compiler, then Licensee's Application License shall include or incorporate by reference the terms of the MATLAB Runtime License included in a text file at [MCR Install Directory]\[version_number]\MCR_license.txt located within the installation for the MATLAB Runtime.
- 23.4. **"Computer"** means either (i) a single physical hardware system containing a single motherboard running an operating system, or (ii) a virtual machine running an operating system.
- 23.5. "Derivative Form" means one or more software files 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.
- 23.6. "Documentation" means the user guides, if any, accompanying delivery of a Program or made available at mathworks.com/help, as may be updated from time to time, including the bug reports made available at mathworks.com/support/bugreports and the Program Offering Guide. Documentation may be delivered in any medium or language.
- 23.7. **"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.
- 23.8. **"License Manager"** means the license management software provided for use with the Program(s).
- 23.9. **"License Offering"** means the specific rights, restrictions, and obligations under which Licensee may install and use a Program for the applicable License term as further described in the Program Offering Guide.
- 23.10."Licensed User" means an individual authorized by MathWorks, Licensee or an Affiliate to use the Programs for Licensee's Internal Operations, to the extent permitted by the License Offering acquired.
- 23.11."Licensee" means you, whether an individual or an entity, to whom MathWorks grants the License, and who is responsible for complying with the contractual obligations of this Agreement and ensuring that anyone permitted access to the Programs also complies with such obligations.
- 23.12. **"Licensor"** means the person who, or entity which, grants a license to MathWorks to redistribute that person's or entity's intellectual property.
- 23.13.**"Linked"** means an executable or loadable file created by a compiler or linker program combining Object Code module files.
- 23.14."MATLAB Runtime" means MATLAB Runtime support libraries and

other files for deployment of Applications.

- 23.15. "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.
- 23.16."**Perpetual License**" means the right to use the License indefinitely provided that the Licensee always remains in compliance with the terms of this Agreement.
- 23.17.**"Program"** means the software licensed hereunder, including Program Components, Documentation, enhancements, and error corrections. Each product licensed hereunder is a separate Program.
- 23.18. **"Program Component"** means any portion of, or file provided with, a Program.
- 23.19.**"Program Offering Guide"** means the Program Offering Guide for this release, presented after this Agreement.
- 23.20."Source Code" means human-readable 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 machinereadable 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.
- 23.21.**"Third Party"** means any person or legal entity that is not MathWorks, the Licensee, or an Affiliate.
- 23.22. "Transformation Program" means a Program whose primary purpose is to transform input files into output files without user interaction, including Programs used for the principal purpose of compiling, translating, or generating Source Code and Programs used for the principal purpose of verification, validation or inspection of design or Source Code, or report generation. See the Program Offering Guide for a full list of Transformation Programs.



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