

**MathWorks, Inc.**  
**Total Academic Headcount Order**

This Total Academic Headcount (TAH) Order (the "Order"), including the TAH Schedule, and TAH Terms and Conditions attached hereto (collectively "this Agreement") is effective this 1st day of May, **2014** (the "Effective Date") by and between Politecnico di Torino with its principal place of business Corso Duca degli Abruzzi, 24, 10129, TORINO, Italy ("Licensee") and The MathWorks, Inc. with its principal place of business at 3 Apple Hill Drive, Natick, Massachusetts 01760 ("MathWorks"). This Order, the TAH Schedule, and TAH Terms and Conditions shall be construed as a single agreement. To the extent of any conflict among this Order, the TAH Schedule, and the TAH Terms and Conditions, the order of priority shall be: the Order, the TAH Schedule, then the TAH Terms and Conditions. Any additional terms and conditions issued in any Licensee purchase document shall be void. The TAH Schedule shall mean the TAH Schedule provided by Licensee on the Effective Date or any revised TAH Schedule provided to MathWorks on the effective date of any renewal term (the "Renewal Date") pursuant to the terms of Paragraph 1.4 of the TAH Terms and Conditions, as applicable. Capitalized terms that are not defined in this Order or the TAH Schedule are defined in the TAH Terms and Conditions.

On behalf of Licensee and not individually, I certify that the information contained in this Order and in the TAH Schedule is accurate as of the Effective Date. All of the Programs listed in Paragraph 5 of the TAH Schedule attached hereto are suspended and will not be used during the term of this TAH. At the end of the Term of this TAH, such suspended Licenses will not be re-activated without paying the re-activation fees, or Licensee must acknowledge that such licenses are deemed lapsed Licenses.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date set forth above.

The signatories of this Agreement warrant that they have the authority to contractually bind the parties to this Agreement.

**Politecnico di Torino**

**The MathWorks, Inc.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**The MathWorks, Inc.**  
**TAH Terms and Conditions**

These TAH Terms and Conditions set forth the terms and conditions of the TAH license option for the Programs set forth in the Order to which these TAH Terms and Conditions are attached, as may be amended from time to time consistent with the terms of this Agreement. The terms and conditions of The MathWorks, Inc. Software License Agreement which accompany the delivery of the Programs shall, except as otherwise provided by this Agreement, govern Licensee's rights and obligations with respect to the Programs. This Agreement imposes certain additional rights and obligations with respect to the Programs that are not contained in The MathWorks, Inc. Software License Agreement. In the event of a conflict, these provisions shall apply.

Now, therefore, in consideration of the promises and mutual covenants contained herein, the parties agree as follows:

**1. DEFINITIONS**

In this Agreement the following words and expressions shall have the following meanings unless the context otherwise requires, and any capitalized term used and not defined in this Agreement shall have the meaning ascribed to it in The MathWorks, Inc. Software License Agreement:

- 1.1. Qualified Internal Operations** means the installation and use of the Programs and Documentation by Licensed Users, in accordance with the TAH License Option selected, 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 by this Agreement or the Software License Agreement. As used herein, "employees" excludes subcontractors and consultants of the Licensee.
- 1.2. Licensed Users** means all enrolled students and employees (faculty and academic staff) of the Licensee (the Total Academic Headcount) who are authorized by Licensee to use the Programs for Qualified Internal Operations in accordance with this Agreement as revised from time to time, and to the extent permitted by the TAH License Option selected in the TAH Schedule.
- 1.3. Total Technical Student Headcount ("TTSH")** means a subset of Licensed Users comprising the total count of Licensee's enrolled students in the following academic disciplines as defined by the National Center for Education Statistics: Engineering, Mathematics, Biological & Life Sciences, Physical Sciences, Business Management and Administrative Services.
- 1.4. License Term.** This Agreement is and always shall be interpreted as a fixed term contract and not an indefinite duration contract. The Initial Term of this Agreement begins on the Effective Date above and shall continue for a period of twelve (12) months, whereupon it shall terminate automatically and without judicial action. The parties shall have the option, but not the obligation, to renew this Agreement on an annual basis by either party giving written notice to the other party of its intent to renew at least forty-five (45) days prior to the end of the current term, and the other party does not object in writing by the end of the current term, and provided the Licensee always remains in compliance with the terms of this Agreement. Any renewal shall require Licensee's remittance of MathWorks' then-current TAH License fees on or before the Renewal Date, and shall be subject to MathWorks' acceptance of Licensee's TAH Schedule for the renewal term, which shall include (i) a revised Total Technical Student Headcount, and (ii) a list of suspended licenses which had not

previously been suspended during a prior term, and which are being suspended in accordance with the terms of Paragraph 5.2 of the TAH Schedule.

- 1.5. **License.** MathWorks' grant to Licensee, pursuant to the terms of The MathWorks, Inc. Software License Agreement, of a nontransferable, limited, and temporary TAH License for the License Term to install and use the Programs and Documentation by Licensed Users for Qualified Internal Operations only. Programs licensed under the TAH License Option are restricted to use solely by degree-granting educational institutions and only for noncommercial, academic use by their faculty, academic staff, and students. The right to use the Programs for any other purpose is expressly prohibited. Research and development divisions and centers of universities, government agencies and other not-for-profit organizations do not qualify for the TAH License Option. MathWorks shall make the sole determination of Licensee's qualification for any TAH License Option.
- 1.6. **License Fees.** The fees set forth in the TAH Schedule shall be paid by Licensee to MathWorks for the License, as such fees may be revised from time to time in accordance with this Agreement.
- 1.7. **Distribution.** The distribution on physical media and/or electronic distribution.

## 2. LICENSE GRANT

- 2.1. MathWorks' grant to Licensee, under The MathWorks, Inc. Software License Agreement for the License of the Programs set forth in the TAH Schedule, is restricted by this Agreement to Qualified Internal Operations for the License Term.
- 2.2. MathWorks hereby grants to Licensee a license to reproduce and distribute the Licensed Programs to Licensed Users for Qualified Internal Operations as authorized under the terms of this Agreement and for archival or back up purposes. Licensee may not remove any copyright, trademark, proprietary rights, disclaimer or warning notice included on or embedded in any part of the Programs. All copies of Programs shall contain all copyright and proprietary notices as in the original.
- 2.3. Licensee shall take commercially reasonable measures to inform the Licensed Users of the limitations on the installation and use of the Programs under this Agreement and of Licensee's obligations hereunder.

## 3. INSTALLATION, USE and ADMINISTRATION

- 3.1 **TAH License Options.** Licensee has selected one or both of the following TAH License Options, as indicated in the TAH Schedule, for Licensee's Qualified Internal Operations.
  - 3.1.1. **TAH – Campus Option.** During the License Term, Programs may be installed and used by Licensed Users on Licensee-owned or leased individual, standalone computers and computers that are in a network configuration. Licensee's faculty and academic staff who are Licensed Users may install and use the Programs on their personally owned computers, on campus, off campus, and via remote access. Under this TAH – Campus Option, students qualify as Licensed Users solely for the purpose of using the Programs in on-campus computing facilities and are expressly prohibited from installing and executing the Programs on their personally owned computers.

If MATLAB Distributed Computing Server (MDCS) is included by Licensee as an add-on Program for the TAH – Campus Option, only one MDCS can be used per scheduled environment. For scheduled environments that require more than the number of workers

provided on the MDCS purchased, Licensee must purchase a separate MDCS License from the then-current Academic Price List. Such separately licensed MDCS License will not be included in Licensee's TAH License Program configuration.

3.1.2. **TAH – Student Option.** During the License Term, Programs may be installed and used by student Licensed Users only on their personally owned or leased computers. Student Licensed Users may not use a Program on more than two (2) Computers simultaneously, whether installed on individual standalone Computers or on networked Computers. Licensee's faculty and academic staff cannot be considered "Licensed Users" under this TAH - Student Option.

3.2 The Licensee shall cause the License granted in this Agreement to be centrally administered by a designated systems administrator, whose name and contact information is set forth in the TAH Schedule. The systems administrator shall be responsible for (i) complying with the terms of this Agreement on behalf of Licensee; (ii) receiving each Program and assisting Licensed Users in accurately installing and activating each Program; (iii) distributing new versions of the Programs delivered under Software Maintenance Service described below; and (iv) reproducing and distributing the Programs to Licensed Users.

3.3 Licensee warrants that the Programs and Documentation shall be accessible and used only by Licensed Users and only for Qualified Internal Operations in accordance with the License Option purchased.

3.4 Licensee hereby certifies that the number and locations of Licensed Users who comprise the Total Technical Student Headcount as of the Effective Date are as set forth in the TAH Schedule to this Agreement.

#### **4. ORDERS OF ADDITIONAL PROGRAMS, AND DISCONTINUATION OF PROGRAMS.**

4.1 During the License Term, Licensee may place orders for additional TAH add-on products. Licensee will receive a prorated invoice for each such order which shall be due and payable within thirty (30) days thereafter. Any such orders for additional Programs shall be at the then-current TAH pricing.

4.2 In the event that MathWorks discontinues a Program that is part of the TAH Programs licensed under this Agreement, MathWorks, at its sole option, may continue to provide Licensee with technical support and access to the TAH Licensed Program for the remaining License Term.

**5. LICENSE FEES, INVOICING, AND PAYMENT** The License Fees for this Agreement are as set forth in the TAH Schedule. Invoices are payable thirty (30) days from the date of the invoice. A failure to make a timely payment shall constitute a breach of a material term of this Agreement.

#### **6. LICENSE DURATION**

6.1. This Agreement and the License granted hereunder shall expire at the end of the License Term unless earlier terminated by MathWorks or Licensee as provided below.

**6.2. LICENSEE UNDERSTANDS THAT THE PROGRAMS WILL STOP OPERATING AT THE TERMINATION OR EXPIRATION OF THIS AGREEMENT AND THAT ALL RIGHT AND INTEREST IN THE PROGRAMS AND DOCUMENTATION GRANTED TO LICENSEE HEREUNDER SHALL REVERT TO MATHWORKS UPON EXPIRATION OR TERMINATION OF THIS AGREEMENT.**

**6.3. LICENSEE FURTHER UNDERSTANDS AND AGREES THAT THE SOFTWARE MAINTENANCE SERVICE FOR THE PROGRAMS LICENSED HEREUNDER SHALL ALSO TERMINATE UPON EXPIRATION OR TERMINATION OF THIS AGREEMENT.**

**7. TERMINATION**

MathWorks may immediately terminate this Agreement and the License by written notice to Licensee if Licensee breaches any material term of this Agreement, including a failure to timely pay any License fees due, and Licensee fails to cure such breach within thirty (30) days of written notification by MathWorks to Licensee of such breach. Licensee may terminate this License at any time, for any reason. Licensee shall not be entitled to any refund if this License is terminated for any reason other than a breach by MathWorks of this Agreement, and if such breach occurs, Licensee shall only be entitled to a partial refund prorated for that portion of the License Term remaining after the breach. Upon expiration or termination for any reason, Licensee shall promptly return all but archival copies of the Programs and Documentation in hardcopy form, in Licensee's possession or control, and promptly provide written certification of the deletion of the electronic form of Programs and Documentation from Licensee's and any Licensed Users' systems.

**8. GENERAL**

- 8.1. **Notices.** All notices permitted or required under this Agreement shall be in writing and shall be delivered in person, by facsimile or by certified or registered mail, return receipt requested, and shall be deemed given upon personal delivery, upon receipt of electronic transmission or five (5) days after deposit in the mail. All notices are to be sent in the case of MathWorks, at the address set forth above, attention Legal Services, and in the case of Licensee to the address and to the attention of the systems administrator or other person whose name is set forth in the TAH Schedule.
- 8.2. **No Patent License.** Nothing contained herein shall be construed as conferring by implication, estoppel or otherwise any license or right under any patent, whether or not the exercise of any right herein granted necessarily employs an invention of any existing or later issued patent. Notwithstanding the above, MathWorks agrees that Licensee shall have the right to exercise all rights expressly granted pursuant to this Agreement.
- 8.3. **Entire Agreement.** This Agreement, together with the Order and the Schedules, completely and exclusively states the agreement of the parties regarding its subject matter. It supersedes, and its terms govern, all prior proposals, agreements or other communications between the parties, oral or written, regarding such subject matter.
- 8.4. **Modification of Agreement.** This Agreement shall not be modified except by a subsequently dated written amendment signed on behalf of the parties by their duly authorized representative. Any provision of a purchase order purporting to supplement or vary the terms and conditions hereof shall be void.

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## **SUSPENSION OF USE AND SUPPORT, AND REACTIVATION OF OTHER MATHWORKS LICENSES NOT PART OF A TAH LICENSE**

- 5.1. **Qualifying License** is any MathWorks license to Licensee that at the time of suspension (a) is active and also current under MathWorks' software maintenance, and (b) is for a MathWorks Program which is identical to a Program licensed under this Agreement.
  
- 5.2. On the Effective Date, Licensee may voluntarily suspend use and associated MathWorks renewal fees for the TAH License Term with respect to any other licenses if such licenses otherwise meet all of the requirements of a Qualifying License as of the Effective Date of this Agreement. With respect to renewal terms of the TAH License, Licensee may: (a) carry forward a license suspended during a previous term of Licensee's TAH License, provided such previously suspended license, with the exception of Paragraph 5.1(a), meets all other requirements of a Qualifying License as defined in Paragraph 5.1 above; and (b) suspend use and renewal fees for the remaining TAH License Term with respect to licenses that are identical to TAH Programs that are added to the TAH Program Configuration on the Renewal Date, provided such licenses meet all of the requirements of a Qualifying License as of such Renewal Date. Licensee's completion, signing, and delivery of the form of the TAH Schedule by the Effective Date, and any subsequent additions to the list of suspended licenses evidenced in delivery of the form of the TAH Schedule by any Renewal Date, shall be conclusive as to the licenses the use of, and renewal fees for which, shall be suspended during the remaining period of the TAH License Term. At the end of the TAH License Term, if Licensee decides not to renew its TAH License, Licensee may reactivate such suspended license(s) for the period beginning immediately after the expiration of the TAH License Term, it may do so by purchasing at least twelve months of Software Maintenance Services for such license from MathWorks, if then offered by MathWorks, within forty-five (45) days after the end of such TAH License Term. The Software Maintenance Services, if then available, shall be at MathWorks' then-current prices for Software Maintenance Services determined for the twelve (12) month period commencing the first day after the end of the TAH License Term. No other reinstatement fees or back maintenance fees shall be due to reactivate such suspended license. In the alternative, if Licensee decides not to renew its TAH License and decides not to reactivate such suspended license(s), Licensee agrees that any suspended licenses which are not reactivated by the purchase of such Software Maintenance Services within forty-five (45) days after the TAH License Term will be deemed to be automatically lapsed without further notice and without any recourse against MathWorks. Licensee agrees that it shall sign and deliver any other documents, instruments or papers which may be appropriate or desirable to memorialize the suspension, reactivation, or automatic lapse of such suspended licenses, as the case may be.