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Thank you for your interest in the MathWorks Authorized Educational On-Campus Reseller Program. To resell MathWorks educational products to campus bookstores, you must be registered as a MathWorks Authorized Educational On-Campus Reseller. This information packet explains program policies, familiarizes you with MathWorks educational products, and shows you the fastest way to have your order processed. Please read this information carefully.

We welcome your comments and questions. Contact customer service for product and pricing information at 508-647-7000, option 1, or send e-mail to service@mathworks.com.

How do I register as a MathWorks Authorized Educational On-Campus Reseller?

Complete the registration form in this packet and fax it to MathWorks, along with a copy of your current resale certificate or other proof of tax-exempt status. Please include a resale certificate for each state to which you plan to ship products.

What are MathWorks educational products and prices?

MATLAB® & Simulink® Student Version is the core product. Documentation for all products contained in the core product is also included on the product DVD.

Product	ISBN 13	Price to Bookstores*
MATLAB & Simulink Student Version R2011a	978-0-9825838-3-8	\$79.20

*Prices and available products are subject to change at any time. Your price does not include shipping costs or any sales, use, or other taxes which you may be required to pay.

MATLAB & Simulink Student Version may be used on not more than two individual standalone computers that are owned or leased by the student and equipped with Microsoft® Windows®, Linux®, or Macintosh® operating systems. All platforms ship on the same DVD.

MathWorks educational products are eligible for resale to qualified students only. Please read the attached Terms and Conditions for student qualifications. All other sales, including commercial sales or sales to other resellers are prohibited.

Upgrades are not available for Student Version products. Licenses for new versions may be purchased at then-current prices.

How do I place an order?

You have three options for ordering:

- Order online at www.mathworks.com/store
- Fax your order to 508-652-8744
- Call MathWorks, Monday through Friday, 8:30 a.m.–5:30 p.m. (Eastern time) at 508-647-7000 and select option 1

What are the terms for payment?

Reseller orders must be prepaid either by check (U.S. dollars drawn on a U.S. bank) or by credit card (MasterCard, Visa, or American Express). Applications for credit terms must be approved by the MathWorks finance department.

How quickly do you ship products?

We usually process a complete, correct order within one business day, if it is received Monday through Friday.

What is a complete order?

A complete order includes:

- Shipping address and phone number
- Payment or purchase order, if credit terms have been approved
- Invoicing address (prepaid orders will show products as paid on the invoice)
- Contact name
- Fax number

If an order is incomplete, we will fax you an Order Return Form that indicates the missing information. If you do not reply within 30 days, we will cancel the order.

What if I need to return a product?

To receive credit for prior versions of the product superseded by a subsequent release or overstocked products, units must be returned unopened within one year of the original order date, F.O.B. destination, shipping prepaid. Refunds for prior versions or overstocked products must be requested in writing. To receive a replacement or refund for defective media, the unit(s) must be returned to MathWorks within 90 days of the retail sales date.

How do I return products?

Provide your original order number(s) for unit(s) being returned and send returns to:

MathWorks c/o
DS Graphics
120 Stedman Street
Lowell, MA 01851
Fax 508-647-4500

How do I contact MathWorks?

You can reach us between 8:30 a.m. and 5:30 p.m. (Eastern time). Call 508-647-7000 and select option 1, or send e-mail to service@mathworks.com. You can also send a fax to 508-652-8744.

Authorized Educational Reseller Registration Form

Please fax your completed form to 508-652-6744 with a copy of your resale certificates or other proof of tax-exempt status.

Instructions:

- 1) Complete the Account Profile Information below.
- 2) Complete Retail Store Information forms for, including bill-to and ship-to information for each retail location you operate.

Reseller Account Name: _____

Tax Exempt Number: _____

(Please attach copy of a valid Reseller Certificate or other proof of tax-exempt status.)

University Affiliation (College or University Served; please list any/all if multiple schools)

Account Management Contact Person _____

Title _____

Account Contact Address

Mailing Address/P.O. Box _____

Shipping Address _____

City _____ State _____

ZIP/Postal Code _____

Contact Telephone () _____ Fax () _____

Contact E-mail address: _____

Select the category that best describes your store:

Institutional Department or Division of College Bookstore:

Select the ownership category that best describes your store:

Institution-owned/operated Other Non-profit Privately Operated

Other (Please describe): _____

Primary Location Purchasing Information
Complete the information below for the primary retail store location.

Primary Store Location Business/Store Name _____ (As it will appear on your Purchase Order) Store Manager _____ Sales Manager _____ Purchase Manager _____	
Bill-To Address <input type="checkbox"/> Same as Contact Shipping Address above, or Complete the information below: Mailing Address/P.O. Box _____ City _____ State _____ ZIP/Postal Code _____ Telephone () _____ Fax () _____	Ship-To Address: <input type="checkbox"/> Same as Contact Shipping Address above, or <input type="checkbox"/> Same as Bill-to Address (left), or Complete the information below: Street Address _____ City _____ State _____ ZIP/Postal Code _____ Telephone () _____ Fax () _____

SIGNATURE REQUIRED ON PAGE 6

Additional Retail Locations

If your account serves multiple retail locations, please list all store locations where MathWorks educational products will be sold.

<p>Store Location 2</p> <p>Business/Store Name _____ (As it will appear on your Purchase Order)</p> <p>Store Manager _____</p> <p>Sales Manager _____</p> <p>Purchase Manager _____</p>	
<p>Bill-To Address</p> <p><input type="checkbox"/> Same as Contact Shipping Address above, or Complete the information below:</p> <p>Mailing Address/P.O. Box _____</p> <p>City _____</p> <p>State _____</p> <p>ZIP/Postal Code _____</p> <p>Telephone () _____</p> <p>Fax () _____</p>	<p>Ship-To Address:</p> <p><input type="checkbox"/> Same as Contact Shipping Address above, or <input type="checkbox"/> Same as Bill-to Address (left), or Complete the information below:</p> <p>Street Address _____</p> <p>City _____</p> <p>State _____</p> <p>ZIP/Postal Code _____</p> <p>Telephone () _____</p> <p>Fax () _____</p>

<p>Store Location 3</p> <p>Business/Store Name _____ (As it will appear on your Purchase Order)</p> <p>Store Manager _____</p> <p>Sales Manager _____</p> <p>Purchase Manager _____</p>	
<p>Bill-To Address</p> <p><input type="checkbox"/> Same as Contact Shipping Address above, or Complete the information below:</p> <p>Mailing Address/P.O. Box _____</p> <p>City _____</p> <p>State _____</p> <p>ZIP/Postal Code _____</p> <p>Telephone () _____</p> <p>Fax () _____</p>	<p>Ship-To Address:</p> <p><input type="checkbox"/> Same as Contact Shipping Address above, or <input type="checkbox"/> Same as Bill-to Address (left), or Complete the information below:</p> <p>Street Address _____</p> <p>City _____</p> <p>State _____</p> <p>ZIP/Postal Code _____</p> <p>Telephone () _____</p> <p>Fax () _____</p>

Provide information for any additional store locations on separate pages.

SIGNATURE REQUIRED ON PAGE 6

SIGNATURE REQUIRED

By submitting this registration form and participating in the MathWorks Authorized Educational On-Campus Reseller Program, Reseller agrees to the terms and conditions attached to this form.

Reseller: _____
[Company name]

Authorized Signature: _____

Date: _____

THE MATHWORKS, INC.
AUTHORIZED EDUCATIONAL STUDENT VERSION ON-CAMPUS RESELLER PROGRAM
TERMS AND CONDITIONS

CERTIFICATION. Reseller hereby certifies and agrees that, in consideration of the benefits of this Agreement, including any discounts to Reseller with respect to The MathWorks, Inc.'s ("MathWorks")

MATLAB® and Simulink® Student Version educational products (the "Products"), Reseller shall distribute or market such Products only to students working toward a degree at a degree-granting institution, or to continuing education students in connection with courses offered by such institutions ("Qualified Students") from locations listed on the Authorized Educational On-Campus Reseller Registration Form, and for no other purpose. Reseller further certifies that it will not sell more than one copy of the same Product version to any individual Qualified Student. In the event that the foregoing certifications prove untrue at any time during the Term of this Agreement, MathWorks shall have the right to immediately terminate this Agreement in the manner prescribed in the section entitled "Term and Termination".

TERM AND TERMINATION. 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 MathWorks acceptance of Reseller's Registration Form and shall continue through December 31st of that calendar year, whereupon it shall terminate automatically and without judicial action. This Agreement may be renewed on an annual basis by either party giving written notice to the other party of its intent to renew at least thirty (30) 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. This Agreement may be terminated by MathWorks without cause upon receipt by Reseller of thirty (30) calendar days written notice. Reseller's failure to comply with any of the terms and conditions of this Agreement, including the certification above, shall be grounds for immediate termination. Upon termination for any reason, Reseller shall promptly return any unsold Product in its possession or control and all amounts owed to MathWorks shall become immediately due and payable.

PROMOTION. Reseller shall make reasonable efforts to promote the Products to Qualified Students at Reseller's sole expense. Advertising and marketing material must clearly state that only Qualified Students may purchase the Products. The Products may be promoted and advertised on Reseller's worldwide web site or Intranet site, however the Products may not be sold nor orders fulfilled by means of Reseller's worldwide web site, Intranet site, or third party Internet sites including online auction sites. Reseller shall not publish student prices in promotional material accessed by persons other than Qualified Students.

ORDERS, RETURNS, AND ADMINISTRATION. Reseller may place periodic orders for the Products during the Initial Term or any renewal term. It is expressly understood and agreed that MathWorks shall have the sole right to accept or reject all orders, to prescribe the form on which orders may be placed, to establish the terms and conditions of sale, and to approve returns, allowances or other adjustments.

Reseller must provide MathWorks with the original sales order number of any unit(s) to be returned. To receive credit for prior versions and overstocked products, units must be returned, unopened, within one year of the original order date, F.O.B. destination, shipping prepaid. Refunds for prior versions or for overstocked product must be requested in writing. To receive a replacement or refund for defective media, the unit(s) must be returned to MathWorks within ninety days of the retail sales date.

Reseller shall accurately administer, count, and control the number of copies of each Product distributed. Reseller shall require students to present current proof of their status as a Qualified Student (i.e., student ID, letter from the institution, or student transcript with picture ID) at the point of purchase. Reseller will not sell Product to persons who do not present such proof. Reseller shall take appropriate action, by instruction or otherwise, with its employees so as to enable Reseller to satisfy its obligations regarding qualification of students under this Agreement.

PAYMENT. All orders for Product shall be prepaid, in United States currency, (1) by check drawn on a United States bank, (2) by credit card (MasterCard, Visa, American Express), or (3) by such other method as MathWorks may specify in writing from time to time. Reseller may apply for credit terms; upon approval of credit terms by MathWorks, payment shall be net thirty (30) days from the date of MathWorks invoice. Absent appropriate exemption certificates, Reseller shall pay all taxes, duties, or customs, except for taxes based on MathWorks' net income.

SHIPMENT AND DELIVERY. All shipments by MathWorks to Reseller shall be made F.C.A. Origin to Reseller at the authorized location(s) listed in Reseller's registration form. Shipping charges shall be prepaid by MathWorks and added to Reseller's invoice. Risk of loss or damage to the Products shall pass to Reseller upon shipment from MathWorks approved plant or warehouse.

Reseller agrees to deliver the Product to Qualified Student licensees in its original packaging.

MathWorks shipment of Products ordered by Reseller shall be made consistent with MathWorks available production volume for the currently shipping version only, and consistent with established shipping priorities.

FOREIGN RESALE. Reseller is prohibited from selling or distributing the Product outside of the United States and Canada. This Agreement is made subject to all laws, regulations, orders or other restrictions on the export from the United States of the Products or other information about the Products, which may change from time to time. Reseller shall not sell or distribute, directly or indirectly, any such Product or other information about the Products to any Qualified Student licensee for which an export license or other governmental approval is required without first obtaining such license or approval. Reseller shall assume responsibility for understanding and meeting all applicable export regulations.

TECHNICAL SUPPORT. MathWorks shall have no obligation to provide end-users with installation, implementation, training, development, support or maintenance services for any Product.

UPDATES AND ENHANCEMENTS. Reseller shall not deliver Product updates or enhancements to Qualified Student licensees unless Reseller has paid MathWorks for the new version of the Product containing such updates or enhancements.

PROPRIETARY AND OTHER NOTICES. Reseller shall not remove any copyright, patent, or other notices, proprietary legends, or restrictions as MathWorks may deliver with the Products such as packaging identifying the Product for student use only. Title to all Products shall at all times remain and vest solely with MathWorks.

Reseller agrees that it will not claim or assert title to any such Products or attempt to transfer any title to Qualified Student licensees or any third parties.

LIMITATION OF REPRESENTATIONS, WARRANTIES AND USE OF NAME. Reseller shall make no representations concerning MathWorks or any Products. Reseller shall indemnify and hold MathWorks harmless against any and all liability, loss, damages or claims arising out of or relating to any representation, promise, or warranty made or implied by Reseller to the extent it exceeds or differs from the warranty, with respect to the Products, offered by MathWorks.

Reseller shall not reproduce, reference, distribute, or utilize any trade name or trademark of MathWorks, except solely for purposes of identifying MathWorks products and programs, without the prior written approval of MathWorks.

LIMITATION OF LIABILITY. IN THE EVENT THAT MATHWORKS IS FOUND LIABLE FOR DAMAGES BASED ON ANY DEFECT OR NONCONFORMITY OF THE PRODUCTS, OR PURSUANT TO ANY OTHER SECTION OF THIS AGREEMENT, MATHWORKS TOTAL LIABILITY TO RESELLER SHALL BE LIMITED TO THE FEES ACTUALLY PAID BY RESELLER TO MATHWORKS DURING THE ONE (1) YEAR PERIOD PRECEDING SUCH CLAIM OF DAMAGES.

LIMITATION OF REMEDIES. It is agreed that neither Party shall have a right to or shall claim limited, incidental, special, indirect, or consequential damages, including, but not limited to, lost profits, anticipated profits, expenditures, or other monetary loss, for breach of this Agreement. Remedies shall be limited to claims for actual amounts due hereunder. The foregoing limitation of remedies shall not apply to any action for breach of the certifications contained herein; misrepresentation of warranties; or any action based on or with respect to copyrights, trademarks, service marks, trade names, intellectual property or proprietary rights.

MISCELLANEOUS

NO ASSIGNMENT. Reseller represents that it is acting on its own behalf and is not acting as an agent for or on behalf of any third party, and further agrees that it may not assign its rights or obligations under this Agreement without the prior written consent of MathWorks.

GOVERNING LAW. To the extent any 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.

NO WAIVER. Neither party shall by mere lapse of time without giving notice or taking other action hereunder be deemed to have waived any breach by the other party of any of the provisions of this Agreement. Further, the waiver by either party of a particular breach of this Agreement by the other party shall not be construed as, or constitute, a continuing waiver of such breach, or of other breaches of the same or other provisions of this Agreement.

SEVERABILITY. If any provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions hereof shall not be affected thereby.

SCOPE OF AGREEMENT. Each of the parties hereto acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms. The parties further agree that this Agreement, including the representations made in the Authorized Educational On-Campus Reseller Registration Form, is the complete and exclusive agreement and supersedes all proposals (oral or written), understandings, representations, conditions, warranties, covenants, and all other communications between the parties relating thereto. This Agreement may be amended only by a writing that refers to this Agreement and is signed by both parties.