

The 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 executed this **1st day of January, 2010** (the "Effective Date") by and between **The University of Queensland** with its principal place of business **Brisbane, Qld, 4072, Australia** ("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. 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. All of the Programs listed in Section 4 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.

Modifications for TAH Terms and Conditions:

1. Participating Affiliate Campus: The following paragraph is inserted as a new paragraph at the end of Article 1 entitled "Definitions" of the TAH Terms and Conditions:

1.8 Participating Affiliate Campus means a campus location other than the main campus and which is identified by name and address on Schedule A as employing one or more Licensed Users as of the Effective Date, or as of any Reconciliation Date, in either case only for the period in which it has at least one Licensed User to use the Programs for Internal Operations in accordance with this Agreement, and to the extent permitted by the TAH License Option selected in the TAH Schedule.

2. Remaining TAH Terms and Conditions: The rest of the TAH Terms and Conditions remain unchanged and are in full force and effect.

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.

The University of Queensland

By: 

Printed Name: M R McNarn

Title: Executive Director (Operations)

The MathWorks, Inc.

By: _____

Printed Name: _____

Title: _____

The MathWorks, Inc.
TAH Schedule

1. Business Address of Licensee for purposes of notices required by this Agreement:

1.1 Address:

The University of Queensland
Brisbane, QLD 4072
Australia

1.2 Contact:

Mr. Maurie McNarn
Executive Director of Operations
The University of Queensland
Brisbane, QLD 4072
Australia
Email: m.mcnarn@uq.edu.au
Phone: 07-33651310

1.3 Participating Affiliate Campus(es):

- a) UQ Ipswich Campus
11 Salisbury Road
Ipswich QLD 4305
AUSTRALIA
- b) UQ Gatton Campus
Gatton QLD 4343
AUSTRALIA
- b) UQ Herston Campus
Herston Road
Herston QLD 4006
AUSTRALIA

2. Name and Business Address of Designated Systems Administrator for this Agreement:

Gai Trewinnard-McNeill
Licensing & Maintenance Officer
Information Technology Services
The University of Queensland
Brisbane QLD Australia 4072
Tel: +61 7 3346 6984
Fax: + 61 7 3346 6985
Web: www.its.uq.edu.au/licensing
Email: licensing@its.uq.edu.au

- 3. A Qualifying License** is any MathWorks license to Licensee that as of the Effective Date (a) is active and also current under MathWorks' software maintenance, (b) is for a MathWorks Program which is identical to a Program licensed under the TAH – Campus Option as defined in this Agreement, and (c) is used by Licensed User(s) that comprises all or part of the Total Technical Headcount.

4. SUSPENSION OF USE AND SUPPORT, AND REACTIVATION OF OTHER MATHWORKS' LICENSES NOT PART OF A TAH LICENSE

4.1 License suspension is limited to Licensees of the TAH – Campus Option only. Any references to “Licensee” in any provision of this TAH Schedule or the TAH Agreement relating to license suspension shall refer only to Licensees of the TAH – Campus Option. Licensee may voluntarily suspend use and associated MathWorks renewal fees for the period of the TAH - Campus Option 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. Licensee may carry forward a license suspended during a previous term of Licensee’s TAH License, provided such previously suspended license, with the exception of clause 3(a), meets all other requirements of a Qualifying License as defined in Paragraph 3 above. Licensee’s completion, signing, and delivery of the form of this TAH Schedule by the Effective Date shall be conclusive as to the licenses the use of, and renewal fees for which, shall be suspended during the TAH-Campus Option License Term. At the end of the TAH – Campus Option License Term, if Licensee decides not to renew its TAH - Campus Option License, Licensee may reactivate such suspended license(s) for the period beginning immediately after the expiration of the TAH – Campus Option License Term, it may do so by purchasing at least twelve months of Software Maintenance Services for such license from MathWorks, within forty-five (45) days after the end of such TAH – Campus Option 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 – Campus Option 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 – Campus Option 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 – Campus Option 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.

4.2. DESIGNATED SUSPENDED LICENSES:

As of **1st day of January, 2010**, Licensee suspends the following Licenses in accordance with the terms of paragraph 4.1 above.

Account Name	License #	License Group Parent #	Prod Name	Product Seats	Maintenance End Date {dd/mm/yy}	License Use Name	License Option Name
Univ of Queensland	16180	16180	Communications Blockset	25	1/01/2010	Classroom	Concurrent
Univ of Queensland	16180	16180	Communications Toolbox	25	1/01/2010	Classroom	Concurrent
Univ of Queensland	16180	16180	Control System Toolbox	50	1/01/2010	Classroom	Concurrent
Univ of Queensland	16180	16180	Curve Fitting Toolbox	10	1/01/2010	Classroom	Concurrent
Univ of Queensland	16180	16180	Data Acquisition Toolbox	10	1/01/2010	Classroom	Concurrent
Univ of Queensland	16180	16180	Fixed-Point Toolbox	10	1/01/2010	Classroom	Concurrent
Univ of Queensland	16180	16180	Fuzzy Logic Toolbox	50	1/01/2010	Classroom	Concurrent
Univ of Queensland	16180	16180	Image Processing Toolbox	50	1/01/2010	Classroom	Concurrent
Univ of Queensland	16180	16180	MATLAB	50	1/01/2010	Classroom	Concurrent

Univ of Queensland	16180	16180	MATLAB Builder NE	10	1/01/2010	Classroom	Concurrent
Univ of Queensland	16180	16180	MATLAB Compiler	10	1/01/2010	Classroom	Concurrent
Univ of Queensland	16180	16180	Neural Network Toolbox	50	1/01/2010	Classroom	Concurrent
Univ of Queensland	16180	16180	Optimization Toolbox	10	1/01/2010	Classroom	Concurrent
Univ of Queensland	16180	16180	Real-Time Windows Target	10	1/01/2010	Classroom	Concurrent
Univ of Queensland	16180	16180	Real-Time Workshop	20	1/01/2010	Classroom	Concurrent
Univ of Queensland	16180	16180	Robust Control Toolbox	10	1/01/2010	Classroom	Concurrent
Univ of Queensland	16180	16180	Signal Processing Blockset	25	1/01/2010	Classroom	Concurrent
Univ of Queensland	16180	16180	Signal Processing Toolbox	25	1/01/2010	Classroom	Concurrent
Univ of Queensland	16180	16180	SimPowerSystems	50	1/01/2010	Classroom	Concurrent
Univ of Queensland	16180	16180	Simulink	50	1/01/2010	Classroom	Concurrent
Univ of Queensland	16180	16180	Simulink Control Design	50	1/01/2010	Classroom	Concurrent
Univ of Queensland	16180	16180	Simulink Fixed Point	10	1/01/2010	Classroom	Concurrent
Univ of Queensland	16180	16180	Stateflow	20	1/01/2010	Classroom	Concurrent
Univ of Queensland	16180	16180	Stateflow Coder	20	1/01/2010	Classroom	Concurrent
Univ of Queensland	16180	16180	Statistics Toolbox	10	1/01/2010	Classroom	Concurrent
Univ of Queensland	16180	16180	Symbolic Math Toolbox	10	1/01/2010	Classroom	Concurrent
Univ of Queensland	16180	16180	System Identification Toolbox	10	1/01/2010	Classroom	Concurrent
Univ of Queensland	16180	16180	Wavelet Toolbox	10	1/01/2010	Classroom	Concurrent
Univ of Queensland	16180	16180	xPC Target	20	1/01/2010	Classroom	Concurrent
Univ of Queensland	73220	73220	Control System Toolbox	50	1/01/2011	Classroom	Concurrent
Univ of Queensland	73220	73220	Data Acquisition Toolbox	10	1/01/2011	Classroom	Concurrent
Univ of Queensland	73220	73220	Instrument Control Toolbox	10	1/01/2011	Classroom	Concurrent
Univ of Queensland	73220	73220	MATLAB	50	1/01/2011	Classroom	Concurrent
Univ of Queensland	73220	73220	Signal Processing Toolbox	50	1/01/2011	Classroom	Concurrent
University of Queensland	77603	77603	Bioinformatics Toolbox	1	1/04/2010	Academic	Concurrent
University of Queensland	77603	77603	Control System Toolbox	2	1/08/2010	Academic	Concurrent
University of Queensland	77603	77603	Data Acquisition Toolbox	2	1/08/2010	Academic	Concurrent
University of Queensland	77603	77603	Image Processing Toolbox	10	1/08/2010	Academic	Concurrent
University of Queensland	77603	77603	Mapping Toolbox	1	1/07/2010	Academic	Concurrent
University of Queensland	77603	77603	MATLAB	100	1/08/2010	Academic	Concurrent
University of Queensland	77603	77603	MATLAB Builder JA	1	1/08/2010	Academic	Concurrent
University of Queensland	77603	77603	MATLAB Builder NE	1	1/08/2010	Academic	Concurrent
University of Queensland	77603	77603	MATLAB Compiler	3	1/08/2010	Academic	Concurrent
University of Queensland	77603	77603	Optimization Toolbox	50	1/08/2010	Academic	Concurrent
University of Queensland	77603	77603	Partial Differential Equation Toolbox	10	1/08/2010	Academic	Concurrent
University of Queensland	77603	77603	Robust Control Toolbox	2	1/08/2010	Academic	Concurrent
University of Queensland	77603	77603	Signal Processing Toolbox	5	1/08/2010	Academic	Concurrent
University of Queensland	77603	77603	Simulink	50	1/08/2010	Academic	Concurrent
University of Queensland	77603	77603	Simulink Control Design	2	1/08/2010	Academic	Concurrent
University of Queensland	77603	77603	Spline Toolbox	2	1/08/2010	Academic	Concurrent

University of Queensland	77603	77603	Statistics Toolbox	50	1/08/2010	Academic	Concurrent
University of Queensland	77603	77603	Symbolic Math Toolbox	50	1/08/2010	Academic	Concurrent
University of Queensland	132960	132960	Database Toolbox	5	1/04/2010	Academic	Concurrent
University of Queensland	132960	132960	Image Processing Toolbox	7	1/04/2010	Academic	Concurrent
University of Queensland	132960	132960	MATLAB	50	1/04/2010	Academic	Concurrent
University of Queensland	132960	132960	MATLAB Compiler	1	1/04/2010	Academic	Concurrent
University of Queensland	132960	132960	Neural Network Toolbox	1	1/04/2010	Academic	Concurrent
University of Queensland	132960	132960	Optimization Toolbox	2	1/04/2010	Academic	Concurrent
University of Queensland	132960	132960	Signal Processing Toolbox	1	1/04/2010	Academic	Concurrent
University of Queensland	132960	132960	Simulink	50	1/04/2010	Academic	Concurrent
University of Queensland	132960	132960	Spreadsheet Link EX	5	1/04/2010	Academic	Concurrent
University of Queensland	132960	132960	Statistics Toolbox	5	1/04/2010	Academic	Concurrent
University of Queensland	132962	132962	MATLAB	1	1/04/2010	Academic	Individual
University of Queensland	132962	132962	Simulink	1	1/04/2010	Academic	Individual
University of Queensland	132962	132962	Spreadsheet Link EX	1	1/04/2010	Academic	Individual
University of Queensland	137369	137369	Data Acquisition Toolbox	1	1/07/2010	Academic	Individual
University of Queensland	137369	137369	MATLAB	1	1/07/2010	Academic	Individual
University of Queensland	137369	137369	MATLAB Compiler	1	1/07/2010	Academic	Individual
University of Queensland	137369	137369	Signal Processing Toolbox	1	1/07/2010	Academic	Individual
Univ of Queensland	143078	143078	MATLAB	1	1/10/2010	Academic	Individual
Univ of Queensland	143078	143078	Optimization Toolbox	1	1/10/2010	Academic	Individual
Univ of Queensland	143078	143078	Simulink	1	1/10/2010	Academic	Individual
Univ of Queensland	144556	144556	Control System Toolbox	50	1/01/2010	Classroom	Concurrent
Univ of Queensland	144556	144556	Data Acquisition Toolbox	10	1/01/2010	Classroom	Concurrent
Univ of Queensland	144556	144556	MATLAB	50	1/01/2010	Classroom	Concurrent
Univ of Queensland	144556	144556	Optimization Toolbox	50	1/03/2010	Classroom	Concurrent
Univ of Queensland	144556	144556	Real-Time Windows Target	50	1/01/2010	Classroom	Concurrent
Univ of Queensland	144556	144556	Real-Time Workshop	50	1/01/2010	Classroom	Concurrent
Univ of Queensland	144556	144556	Signal Processing Toolbox	50	1/01/2010	Classroom	Concurrent
Univ of Queensland	144556	144556	Simulink	50	1/01/2010	Classroom	Concurrent
Univ of Queensland	144556	144556	Simulink Control Design	50	1/01/2010	Classroom	Concurrent
Univ of Queensland	144556	144556	Symbolic Math Toolbox	50	1/01/2010	Classroom	Concurrent
Univ of Queensland	144556	144556	System Identification Toolbox	50	1/01/2010	Classroom	Concurrent
Univ of Queensland	148528	148528	MATLAB	50	1/01/2010	Classroom	Concurrent
Univ of Queensland	161996	161996	Fixed-Point Toolbox	50	1/01/2011	Classroom	Concurrent
Univ of Queensland	161996	161996	MATLAB	50	1/01/2011	Classroom	Concurrent
Univ of Queensland	161996	161996	Optimization Toolbox	50	1/01/2011	Classroom	Concurrent
Univ of Queensland	161996	161996	Signal Processing Toolbox	50	1/01/2011	Classroom	Concurrent
Univ of Queensland	161997	161997	Control System Toolbox	50	1/01/2011	Classroom	Concurrent
Univ of Queensland	161997	161997	MATLAB	50	1/01/2011	Classroom	Concurrent
Univ of Queensland	161997	161997	Simulink	50	1/01/2011	Classroom	Concurrent
Univ of Queensland	162044	162044	Financial Toolbox	1	1/08/2010	Academic	Concurrent

Univ of Queensland	162044	162044	Image Processing Toolbox	2	1/08/2010	Academic	Concurrent
Univ of Queensland	162044	162044	MATLAB	40	1/08/2010	Academic	Concurrent
Univ of Queensland	162044	162044	Optimization Toolbox	1	1/08/2010	Academic	Concurrent
Univ of Queensland	162044	162044	Signal Processing Toolbox	1	1/08/2010	Academic	Concurrent
Univ of Queensland	162044	162044	Spline Toolbox	1	1/08/2010	Academic	Concurrent
Univ of Queensland	162044	162044	Statistics Toolbox	7	1/08/2010	Academic	Concurrent
Univ of Queensland	479411	162054	MATLAB	1	1/08/2010	Academic	Group Member
Univ of Queensland	479414	162054	MATLAB	1	1/08/2010	Academic	Group Member
Univ of Queensland	479417	162054	MATLAB	1	1/08/2010	Academic	Group Member
Univ of Queensland	479419	162054	MATLAB	1	1/08/2010	Academic	Group Member
Univ of Queensland	479420	162054	MATLAB	1	1/08/2010	Academic	Group Member
Univ of Queensland	479422	162054	MATLAB	1	1/08/2010	Academic	Group Member
Univ of Queensland	479424	162054	MATLAB	1	1/08/2010	Academic	Group Member
Univ of Queensland	479426	162054	MATLAB	1	1/08/2010	Academic	Group Member
Univ of Queensland	479428	162054	MATLAB	1	1/08/2010	Academic	Group Member
Univ of Queensland	479430	162054	MATLAB	1	1/08/2010	Academic	Group Member
Univ of Queensland	170567	170567	Control System Toolbox	25	1/01/2010	Classroom	Concurrent
Univ of Queensland	170567	170567	MATLAB	50	1/01/2010	Classroom	Concurrent
Univ of Queensland	170567	170567	Simulink	10	1/01/2010	Classroom	Concurrent
Univ of Queensland	170567	170567	Simulink Control Design	10	1/01/2010	Classroom	Concurrent
Univ of Queensland	170567	170567	System Identification Toolbox	50	1/01/2010	Classroom	Concurrent
Univ of Queensland	202153	202153	MATLAB	1	1/06/2010	Academic	Individual
University of Queensland	205947	205947	MATLAB	1	1/01/2010	Academic	Individual
University of Queensland	205947	205947	Optimization Toolbox	1	1/01/2010	Academic	Individual
University of Queensland	205947	205947	Signal Processing Toolbox	1	1/01/2010	Academic	Individual
Univ of Queensland	209446	209446	MATLAB	1	1/10/2010	Academic	Individual
Univ of Queensland	229857	229857	MATLAB	1	1/08/2010	Academic	Individual
Univ of Queensland	259484	259484	Statistics Toolbox	1	1/08/2010	Academic	Group
Univ of Queensland	259484	259484	Wavelet Toolbox	1	1/08/2010	Academic	Group
Univ of Queensland	496123	259484	MATLAB	1	1/08/2010	Academic	Group Member
Univ of Queensland	496123	259484	Optimization Toolbox	1	1/08/2010	Academic	Group Member
Univ of Queensland	496123	259484	Statistics Toolbox	1	1/08/2010	Academic	Group Member
Univ of Queensland	496125	259484	MATLAB	1	1/08/2010	Academic	Group Member
Univ of Queensland	496125	259484	Optimization Toolbox	1	1/08/2010	Academic	Group Member
Univ of Queensland	496125	259484	Statistics Toolbox	1	1/08/2010	Academic	Group Member

Univ of Queensland	496127	259484	Financial Toolbox	1	1/08/2010	Academic	Group Member
Univ of Queensland	496127	259484	MATLAB	1	1/08/2010	Academic	Group Member
Univ of Queensland	496127	259484	Optimization Toolbox	1	1/08/2010	Academic	Group Member
Univ of Queensland	496127	259484	Spreadsheet Link EX	1	1/08/2010	Academic	Group Member
Univ of Queensland	496127	259484	Statistics Toolbox	1	1/08/2010	Academic	Group Member
Univ of Queensland	496129	259484	MATLAB	1	1/08/2010	Academic	Group Member
Univ of Queensland	496129	259484	Optimization Toolbox	1	1/08/2010	Academic	Group Member
Univ of Queensland	496129	259484	Statistics Toolbox	1	1/08/2010	Academic	Group Member
Univ of Queensland	496131	259484	MATLAB	1	1/08/2010	Academic	Group Member
Univ of Queensland	496131	259484	Optimization Toolbox	1	1/08/2010	Academic	Group Member
Univ of Queensland	496133	259484	MATLAB	1	1/08/2010	Academic	Group Member
Univ of Queensland	496133	259484	Optimization Toolbox	1	1/08/2010	Academic	Group Member
Univ of Queensland	482996	261088	MATLAB	1	1/01/2011	Academic	Group Member
Univ of Queensland	482997	261088	MATLAB	1	1/01/2011	Academic	Group Member
Univ of Queensland	482999	261088	MATLAB	1	1/01/2011	Academic	Group Member
Univ of Queensland	483000	261088	MATLAB	1	1/01/2011	Academic	Group Member
Univ of Queensland	483002	261088	MATLAB	1	1/01/2011	Academic	Group Member
Univ of Queensland	483003	261088	MATLAB	1	1/01/2011	Academic	Group Member
Univ of Queensland	483005	261088	MATLAB	1	1/01/2011	Academic	Group Member
Univ of Queensland	483006	261088	MATLAB	1	1/01/2011	Academic	Group Member
Univ of Queensland	483007	261088	MATLAB	1	1/01/2011	Academic	Group Member
Univ of Queensland	483008	261088	MATLAB	1	1/01/2011	Academic	Group Member
University of Queensland	272585	272585	MATLAB	1	1/07/2010	Academic	Individual
University of Queensland	272586	272586	MATLAB	1	1/07/2010	Academic	Individual
Univ of Queensland	274916	274916	MATLAB	5	1/08/2010	Academic	Concurrent
Univ of Queensland	274916	274916	Optimization Toolbox	5	1/07/2010	Academic	Concurrent
Univ of Queensland	274916	274916	Optimization Toolbox	1	1/08/2010	Academic	Concurrent
Univ of Queensland	274916	274916	Statistics Toolbox	5	1/08/2010	Academic	Concurrent
Univ of Queensland	289962	289962	Image Processing Toolbox	1	1/04/2010	Academic	Concurrent
Univ of Queensland	289962	289962	MATLAB	2	1/04/2010	Academic	Concurrent
University of Queensland	290977	290977	Image Processing Toolbox	1	1/01/2011	Academic	Group
University of Queensland	290977	290977	Symbolic Math Toolbox	8	1/01/2011	Academic	Group
University of Queensland	478186	290977	MATLAB	1	1/01/2011	Academic	Group

							Member
University of Queensland	478186	290977	Symbolic Math Toolbox	1	1/01/2011	Academic	Group Member
University of Queensland	478191	290977	MATLAB	1	1/01/2011	Academic	Group Member
University of Queensland	478196	290977	MATLAB	1	1/01/2011	Academic	Group Member
University of Queensland	478201	290977	MATLAB	1	1/01/2011	Academic	Group Member
University of Queensland	478206	290977	MATLAB	1	1/01/2011	Academic	Group Member
University of Queensland	478211	290977	MATLAB	1	1/01/2011	Academic	Group Member
University of Queensland	478216	290977	MATLAB	1	1/01/2011	Academic	Group Member
University of Queensland	478221	290977	MATLAB	1	1/01/2011	Academic	Group Member
University of Queensland	478226	290977	MATLAB	1	1/01/2011	Academic	Group Member
University of Queensland	478230	290977	MATLAB	1	1/01/2011	Academic	Group Member
University of Queensland	478234	290977	MATLAB	1	1/01/2011	Academic	Group Member
University of Queensland	478234	290977	Symbolic Math Toolbox	1	1/01/2011	Academic	Group Member
Univ of Queensland	291205	291205	Database Toolbox	1	1/05/2010	Academic	Individual
Univ of Queensland	291205	291205	MATLAB	1	1/05/2010	Academic	Individual
Univ of Queensland	291205	291205	MATLAB Compiler	1	1/05/2010	Academic	Individual
Univ of Queensland	291205	291205	Neural Network Toolbox	1	1/05/2010	Academic	Individual
Univ of Queensland	291205	291205	Optimization Toolbox	1	1/05/2010	Academic	Individual
Univ of Queensland	291205	291205	Statistics Toolbox	1	1/05/2010	Academic	Individual
Univ of Queensland	291205	291205	Symbolic Math Toolbox	1	1/05/2010	Academic	Individual
Univ of Queensland	295809	295809	MATLAB	1	1/07/2010	Academic	Individual
Univ of Queensland	295809	295809	Statistics Toolbox	1	1/07/2010	Academic	Individual
University of Queensland	303185	303185	MATLAB	50	1/08/2010	Classroom	Concurrent
Univ of Queensland	306627	306627	Image Processing Toolbox	5	1/01/2011	Academic	Concurrent
Univ of Queensland	306627	306627	MATLAB	10	1/01/2011	Academic	Concurrent
Univ of Queensland	306627	306627	Neural Network Toolbox	1	1/01/2011	Academic	Concurrent
Univ of Queensland	306627	306627	Optimization Toolbox	1	1/01/2011	Academic	Concurrent
Univ of Queensland	306627	306627	Signal Processing Toolbox	10	1/01/2011	Academic	Concurrent
Univ of Queensland	306627	306627	Statistics Toolbox	5	1/01/2011	Academic	Concurrent
Univ of Queensland	306627	306627	System Identification Toolbox	1	1/01/2011	Academic	Concurrent
Univ of Queensland	306627	306627	Wavelet Toolbox	1	1/01/2011	Academic	Concurrent
Univ of Queensland	313536	313536	Image Processing Toolbox	1	1/04/2010	Academic	Individual
Univ of Queensland	313536	313536	MATLAB	1	1/04/2010	Academic	Individual
Univ of Queensland	313536	313536	Statistics Toolbox	1	1/04/2010	Academic	Individual
University of Queensland	314778	314778	Curve Fitting Toolbox	1	1/04/2010	Academic	Individual
University of Queensland	314778	314778	MATLAB	1	1/04/2010	Academic	Individual
University of Queensland	314778	314778	Simulink	1	1/04/2010	Academic	Individual

University of Queensland	314778	314778	Statistics Toolbox	1	1/04/2010	Academic	Individual
Univ of Queensland	324169	324169	MATLAB	1	1/09/2010	Academic	Individual
Univ of Queensland	324169	324169	Statistics Toolbox	1	1/09/2010	Academic	Individual
Univ of Queensland	329548	329548	Mapping Toolbox	1	1/11/2010	Academic	Individual
Univ of Queensland	329548	329548	MATLAB	1	1/11/2010	Academic	Individual
Univ of Queensland	329548	329548	Statistics Toolbox	1	1/11/2010	Academic	Individual
Univ of Queensland	332539	332539	Database Toolbox	1	1/01/2011	Academic	Group
Univ of Queensland	494658	332539	MATLAB	1	1/01/2011	Academic	Group Member
Univ of Queensland	494658	332539	Optimization Toolbox	1	1/01/2011	Academic	Group Member
Univ of Queensland	494658	332539	Statistics Toolbox	1	1/01/2011	Academic	Group Member
Univ of Queensland	494658	332539	Wavelet Toolbox	1	1/01/2011	Academic	Group Member
Univ of Queensland	494659	332539	Database Toolbox	1	1/01/2011	Academic	Group Member
Univ of Queensland	494659	332539	MATLAB	1	1/01/2011	Academic	Group Member
Univ of Queensland	494659	332539	Optimization Toolbox	1	1/01/2011	Academic	Group Member
Univ of Queensland	494659	332539	Statistics Toolbox	1	1/01/2011	Academic	Group Member
Univ of Queensland	494659	332539	Wavelet Toolbox	1	1/01/2011	Academic	Group Member
Univ of Queensland	494661	332539	MATLAB	1	1/01/2011	Academic	Group Member
Univ of Queensland	494661	332539	Optimization Toolbox	1	1/01/2011	Academic	Group Member
Univ of Queensland	494661	332539	Statistics Toolbox	1	1/01/2011	Academic	Group Member
Univ of Queensland	494661	332539	Wavelet Toolbox	1	1/01/2011	Academic	Group Member
Univ of Queensland	494663	332539	MATLAB	1	1/01/2011	Academic	Group Member
Univ of Queensland	494663	332539	Optimization Toolbox	1	1/01/2011	Academic	Group Member
Univ of Queensland	494663	332539	Statistics Toolbox	1	1/01/2011	Academic	Group Member
Univ of Queensland	494663	332539	Wavelet Toolbox	1	1/01/2011	Academic	Group Member
Univ of Queensland	494664	332539	MATLAB	1	1/01/2011	Academic	Group Member
Univ of Queensland	494664	332539	Optimization Toolbox	1	1/01/2011	Academic	Group Member
Univ of Queensland	494664	332539	Statistics Toolbox	1	1/01/2011	Academic	Group Member
Univ of Queensland	494664	332539	Wavelet Toolbox	1	1/01/2011	Academic	Group Member
Univ of Queensland	494667	332539	MATLAB	1	1/01/2011	Academic	Group Member
Univ of Queensland	494667	332539	Optimization Toolbox	1	1/01/2011	Academic	Group Member
Univ of Queensland	494667	332539	Statistics Toolbox	1	1/01/2011	Academic	Group Member
Univ of Queensland	494667	332539	Wavelet Toolbox	1	1/01/2011	Academic	Group

							Member
Univ of Queensland	494669	332539	MATLAB	1	1/01/2011	Academic	Group Member
Univ of Queensland	494669	332539	Optimization Toolbox	1	1/01/2011	Academic	Group Member
Univ of Queensland	494669	332539	Statistics Toolbox	1	1/01/2011	Academic	Group Member
Univ of Queensland	494669	332539	Wavelet Toolbox	1	1/01/2011	Academic	Group Member
University of Queensland	337351	337351	MATLAB	1	1/03/2010	Academic	Individual
Univ of Queensland	348191	348191	MATLAB	1	1/07/2010	Academic	Individual
The University of Queensland School of Psychology	351599	351599	MATLAB	1	1/08/2010	Academic	Individual
The University of Queensland School of Psychology	351599	351599	Statistics Toolbox	1	1/08/2010	Academic	Individual
The University of Queensland School of Psychology	351600	351600	MATLAB	1	1/08/2010	Academic	Individual
The University of Queensland School of Psychology	351600	351600	Statistics Toolbox	1	1/08/2010	Academic	Individual
Univ of Queensland	510323	510323	Image Processing Toolbox	1	1/02/2010	Academic	Individual
Univ of Queensland	510323	510323	MATLAB	1	1/02/2010	Academic	Individual
Univ of Queensland	510323	510323	Statistics Toolbox	1	1/02/2010	Academic	Individual
The University of Queensland	519276	519275	MATLAB	1	1/04/2010	Academic	Group Member
The University of Queensland	519277	519275	MATLAB	1	1/04/2010	Academic	Group Member
The University of Queensland	519278	519275	MATLAB	1	1/04/2010	Academic	Group Member
The University of Queensland	519279	519275	MATLAB	1	1/04/2010	Academic	Group Member
The University of Queensland	519280	519275	MATLAB	1	1/04/2010	Academic	Group Member
Univ of Queensland	527680	527680	MATLAB	1	1/06/2010	Academic	Individual
Univ of Queensland	527680	527680	Statistics Toolbox	1	1/06/2010	Academic	Individual
University of Queensland	529915	529915	MATLAB	1	1/06/2010	Academic	Individual
University of Queensland	564924	564924	MATLAB	1	1/12/2010	Academic	Individual
University of Queensland	564924	564924	Signal Processing Toolbox	1	1/12/2010	Academic	Individual
Univ of Queensland	578438	578437	Curve Fitting Toolbox	1	1/03/2010	Academic	Group Member
Univ of Queensland	578438	578437	MATLAB	1	1/03/2010	Academic	Group Member
Univ of Queensland	578438	578437	Signal Processing Toolbox	1	1/03/2010	Academic	Group Member
Univ of Queensland	578438	578437	Statistics Toolbox	1	1/03/2010	Academic	Group Member
Univ of Queensland	578439	578437	Curve Fitting Toolbox	1	1/03/2010	Academic	Group Member
Univ of Queensland	578439	578437	MATLAB	1	1/03/2010	Academic	Group Member
Univ of Queensland	578439	578437	Signal Processing Toolbox	1	1/03/2010	Academic	Group Member

Univ of Queensland	578439	578437	Statistics Toolbox	1	1/03/2010	Academic	Group Member
Univ of Queensland	578440	578437	Curve Fitting Toolbox	1	1/03/2010	Academic	Group Member
Univ of Queensland	578440	578437	MATLAB	1	1/03/2010	Academic	Group Member
Univ of Queensland	578440	578437	Signal Processing Toolbox	1	1/03/2010	Academic	Group Member
Univ of Queensland	578440	578437	Statistics Toolbox	1	1/03/2010	Academic	Group Member
Univ of Queensland	578441	578437	Curve Fitting Toolbox	1	1/03/2010	Academic	Group Member
Univ of Queensland	578441	578437	MATLAB	1	1/03/2010	Academic	Group Member
Univ of Queensland	578441	578437	Signal Processing Toolbox	1	1/03/2010	Academic	Group Member
Univ of Queensland	578441	578437	Statistics Toolbox	1	1/03/2010	Academic	Group Member
Univ of Queensland	578442	578437	Curve Fitting Toolbox	1	1/03/2010	Academic	Group Member
Univ of Queensland	578442	578437	MATLAB	1	1/03/2010	Academic	Group Member
Univ of Queensland	578442	578437	Signal Processing Toolbox	1	1/03/2010	Academic	Group Member
Univ of Queensland	578442	578437	Statistics Toolbox	1	1/03/2010	Academic	Group Member
Univ of Queensland Medical School	579470	579470	Image Processing Toolbox	1	1/03/2010	Academic	Individual
Univ of Queensland Medical School	579470	579470	MATLAB	1	1/03/2010	Academic	Individual
University of Queensland	579731	579731	MATLAB	1	1/03/2010	Academic	Individual
Univ of Queensland	581634	581634	MATLAB	1	1/04/2010	Academic	Individual
University of Queensland	595532	595532	Curve Fitting Toolbox	1	1/07/2010	Academic	Individual
University of Queensland	595532	595532	MATLAB	1	1/07/2010	Academic	Individual
University of Queensland	595533	595533	Curve Fitting Toolbox	1	1/07/2010	Academic	Individual
University of Queensland	595533	595533	Instrument Control Toolbox	1	1/07/2010	Academic	Individual
University of Queensland	595533	595533	MATLAB	1	1/07/2010	Academic	Individual

5. Total Technical Headcount:

Students	Engineering & related technologies	Natural & Physical Sciences	Management & Commerce
Graduate Full-time students	510	1037	925
Undergraduate Full-time Students	1972	3760	2798

Pricing is determined by the combination of the Australian campus' headcount taken as the most recently published Effective Full Time Student Unit "EFTSU" data published by the Australian Government

Department of Education, Employment and Workplace Relations ("DEEWR" – previously known as "DEST")

The student headcount data supplied for this agreement is based on the most recently published academic year. Pricing will be updated annually, subject to availability from DEWR, to the then-current EFTSU data.

6. Programs and Fees.

List the License Option Choice(s), the Programs licensed under this Agreement as of the Effective Date, and the Total License Fee:

6.1 TAH – Campus Option Program Configuration:

Standard Program Configuration for TAH - Campus Option:

1. MATLAB
2. Simulink
3. Symbolic Math Toolbox Version 5.1 or later
4. Bioinformatics Toolbox
5. Control System Toolbox
6. Curve Fitting Toolbox
7. Data Acquisition Toolbox
8. Signal Processing Blockset
9. Image Processing Toolbox
10. Instrument Control Toolbox
11. Optimization Toolbox
12. Signal Processing Toolbox
13. SimMechanics
14. Stateflow
15. Statistics Toolbox
16. Simscape

License Fee for TAH - Campus Option Standard Configuration:

AUD116,072.00

Add-On Programs for TAH - Campus Option:

- | | |
|---|--|
| 1. Communications Blockset | 16. Neural Network Toolbox |
| 2. Communications Toolbox | 17. Partial Differential Equation
Toolbox |
| 3. Database Toolbox | 18. Real-Time Windows Target |
| 4. Financial Toolbox | 19. Real-Time Workshop |
| 5. Fixed-Point Toolbox | 20. Robust Control Toolbox |
| 6. Fuzzy Logic Toolbox | 21. SimHydraulics |
| 7. Econometrics Toolbox | 22. SimPowerSystems |
| 8. Genetic Algorithm and Direct
Search Toolbox | 23. Simulink Control Design |
| 9. Image Acquisition Toolbox | 24. Simulink Fixed Point |
| 10. Mapping Toolbox | 25. Spline Toolbox |
| 11. MATLAB Builder EX | 26. Spreadsheet Link EX |
| 12. MATLAB Builder JA | 27. Stateflow Coder |
| 13. MATLAB Builder NE | 28. System Identification Toolbox |
| 14. MATLAB Compiler | 29. Video and Image Processing
Blockset |
| 15. MATLAB Report Generator | |

30. Wavelet Toolbox
31. xPC Target
32. Parallel Computing toolbox

33. Filter Design Toolbox
34. SimBiology

License Fee for TAH - Campus Option Add-On Program Configuration: AUD34,000.00

MATLAB Distributing Computing Server ("MDCS") Add-on for TAH – Campus Option:
-MDCS NOT SELECTED-

Less Unused Maintenance Fees for Suspended Licenses: AUD21,663.00

Total License Fees for TAH Campus Option: AUD128,409.00

6.2 TAH – Student Option Program Configuration:

-Student Option NOT SELECTED-

6.3 Total Fees due on or before the Effective Date of the Agreement: AUD128,409.00

All License Fees appearing herein do not include taxes, are dependent upon the TAH Options and Program configurations appearing above, and an Effective Date of 1st day of January, 2010. The License Fees are due on or before the Effective Date of the Agreement.

The MathWorks, Inc.
TAH Terms and Conditions

These TAH Terms and Conditions sets 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 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 Headcount ("TTH")** means a subset of Licensed Users comprising the total count of Licensee's faculty, academic staff, and enrolled students in the following academic disciplines as defined by the Australian Department of: Education, Science & Training, & related technologies; Natural & Physical Sciences (including Mathematics); and Management & Commerce.
- 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. Any renewal shall require Licensee's remittance of MathWorks' then-current TAH License fees, and shall be subject to MathWorks' acceptance of Licensee's TAH Schedule for the renewal term.
- 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, U.S. 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. Licensor hereby grants to Licensee a license to reproduce and distribute the Licensed Programs to Licensed Users for 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 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 network servers, provided the Programs are not run in a cluster, grid, Web server, server farm, or other similar scheduled environment. 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.

Adding MATLAB® Distributed Computing Server (MDCS) to the TAH – Campus Option. Licensee may acquire MATLAB Distributed Computing Server "MDCS" for use with the Programs licensed under a TAH Campus License. Your rights and obligations with respect to the MDCS are as set forth in The MathWorks, Inc. Software License Agreement, except for the following:

- (a) When a TAH – Campus Option Licensee has paid the fee to include MDCS as part of its TAH Campus Program configuration, the restriction identified in Paragraph 3.1.1 above which prevents a Licensed User from running a Program in a scheduled environment (see first sentence of Paragraph 3.1.1 above) does not apply to scheduled environments on which the MDCS is installed and licensed.
- (b) 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 system administrator shall be responsible for (i) complying with the terms of this Agreement on behalf of Licensee; (ii) receiving and accurately installing 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 Headcount as of the Effective Date are as set forth in the TAH Schedule to this Agreement.

4. 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.

5. LICENSE DURATION

5.1. 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.

5.2. **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.**

5.3. **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.**

6. TERMINATION

MathWorks may immediately terminate this Agreement and the License by written notice to Licensee if Licensee breaches any material term of this License, 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.

7. GENERAL

- 7.1. **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.
- 7.2. **Controlling Law and Jurisdiction.** This Agreement shall be governed in all respects by the laws of the Commonwealth of Massachusetts, excluding its conflict of law provisions. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement. The parties 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.
- 7.3. **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.
- 7.4. **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.
- 7.5. **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.

Australia/09.OCT.08