LEGAL INFORMATION

Wolfram Mathematica® License Agreement

Acceptance

This is a binding Agreement: read all terms; retain a copy.

Carefully read the following terms and conditions before accessing, installing, or using the Software. By clicking "I agree", opening the media container, downloading the Product, or installing/using the Product, You are consenting to be bound by this Mathematica License Agreement ("Agreement"). If You are not willing to accept the terms and conditions of this Agreement, You may not access, copy, install, or use the Product—immediately return the entire Product to the source from which it was obtained, and uninstall/remove/destroy any additional copies of the Product.

Definitions

WRI: Wolfram Research, Inc., 100 Trade Center Drive, Champaign, IL 61820-7237, USA.

You/Licensee: The individual or organization obtaining the Product. If You/Licensee agree to these terms on behalf of an organization, You represent to WRI that You are authorized to accept these terms on the organization’s behalf.

Software: The Mathematica family of computer programs provided by WRI under this Agreement.

Product: All the materials, including the Software, provided by WRI under this Agreement (whether by download or physical storage media), and data accessed on WRI’s servers.

Intellectual Property Rights: Any and all rights existing from time to time under patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all applications, renewals, extensions, and restorations thereof.

License Certificate: User-specific document specifying Your License Class, Use Class, and number of Processes, and which may include additional use specifications or restrictions.

License Class: Indicates whether the Software is licensed for Single-Machine or Network use. Your License Class is indicated on Your License Certificate.

Use Class: Indicates whether there are restrictions on how the Product may be used. Your Use Class is indicated on Your License Certificate.

Controlling Process: A Mathematica kernel or front end that handles input, output, and scheduling for the Computation Processes.

Computation Process: A Mathematica kernel or front end that does computations, only accepting input from and returning output to a Controlling Process.

Remote Access to License: Accessing the Software of another computer that is located at the physical site of product registration.

Single-Machine: A Product or a Controlling or Computation Process that can only be reinstalled on another computer by applying a System Transfer.

Network: A Controlling or Computation Process (or Product containing one or more such Processes) that may move to different computers within the licensed network(s) without the need to apply a System Transfer.

Network License Controller (i.e. MathLM™): A Single-Machine process that controls policies of usage of Network processes (including the maximum number of concurrent processes).

Registered Network User: A user registered in conjunction with a Network License. The location from which
the user regularly accesses and uses the Software must be the same as the physical site at which the License is registered.

**System Transfer:** Converting a Product to a different configuration (e.g. Single-Machine to Network), platform (e.g. Windows to Linux), or Product.

**Ownership**

WRI is the sole owner of the Product with the exception of the portions licensed by WRI from third-party owners. WRI is the holder of the Intellectual Property Rights in the Product, including, without limitation, such aspects of the Software as its code, structure, sequence, organization, “look and feel”, programming language, and compilations of command names, descriptors, and data. Use of the Product, unless pursuant to the terms of a license granted by WRI or as otherwise authorized by law, is an infringement of Intellectual Property Rights. When publishing academic or research papers for which Mathematica was used, the Product should be appropriately cited as a reference and/or described in a methods section. Notwithstanding the obligation to provide acknowledgment stated above, no other right to use the names, marks, or other distinctions of the Product or WRI is granted.

**Permitted Uses and Installations**

Subject to the terms of this Agreement and Your acceptance thereof, WRI grants You a non-exclusive license to use the Product solely in accordance with the License Class, Processes, and Use Class indicated on Your License Certificate. This Agreement terminates in the event that You receive a license to use an upgraded version of the Product in place of this Product, which upgrade, as well as any other improvement or enhancement, WRI is under no obligation to provide. Should You receive an upgraded version of the Product and desire to continue concurrent use of the older version, this License Agreement and License Certificate shall merge with the upgraded License Agreement and License Certificate such that your continued use will be allowed under the terms, conditions, and restrictions therein. Your license to use the Product terminates on the license expiration date, if one is indicated, or upon notice of a material breach that is not cured within 30 days of receipt of notice. Provisions of this Agreement that by their nature express ongoing rights or obligations shall survive the expiration or termination of this Agreement. You are also authorized to:

a. for a Single-Machine License Class, install and use Software only from a single storage device (e.g. a hard-disk drive);

b. for a Network License Class, install and use the Software from storage devices that are located at the physical site of Product Registration and are accessible by the Network License Controller;

c. maintain one archival copy of the Software on storage media (such as a DVD);

d. undertake a System Transfer only if Your Mathematica service level permits the transfer; You contact WRI Customer Service and, at its direction, complete and submit a System Transfer Form; and You pay any license cost difference or applicable transfer fee;

e. transfer the Product subject to this Agreement to a different Licensee only if (1) the transferee's use of the Software falls into the same Mathematica service level; (2) You contact WRI Customer Service to convey relevant information and certify that You have destroyed or given to the transferee all copies of the Software and other elements of the Product in Your possession; (3) You pay any license cost difference or applicable transfer fee; and (4) the transferee accepts all the terms and conditions of this Agreement; and

f. use Remote Access to a License, if You are a Primary User of a Single-Machine License or a Registered User on a Network License that would be eligible to use the License directly.

**Prohibited Uses**

All uses of the Software and other elements of the Product not specifically stated in the Permitted Uses and Installations section of this Agreement are prohibited, including, without limitation:

a. running more Controlling Processes or Computational Processes concurrently than the maximum
specified on Your License Certificate, or allowing access to a single Controlling Process by multiple computers or terminals;

b. decompiling, disassembling, or reverse engineering the Software;

c. modifying the Software in any manner, except those portions written in the *Mathematica* language and included as examples;

d. distributing, publishing, transferring, sublicensing, lending, leasing, renting, or otherwise making available the Product or any portion of the Software, including collections of data;

e. copying or allowing copying of the Product or any elements of the Product, except as permitted for the maintenance of an archival copy of the Software as allowed by the Permitted Uses and Installations section of this Agreement;

f. allowing access to the Product by any user other than Licensee, including, without limitation, access to the Product via a web server, which is only allowed pursuant to a valid web*Mathematica*™ license agreement;

g. removing any copyright, trademark, or other proprietary notices from the Product;

h. installing separate components of each Controlling Process or Computation Process on separate computers, with the exception that the front end of a Controlling Process can be on a separate computer from the associated kernel;

i. using the Software for any illegal purpose or to create malicious programs, including but not limited to creating computer viruses and malware or denying computer bandwidth to WRI and its affiliates and users;

j. using a password, activation key, or other means of accessing the Software other than as specifically authorized by WRI; and

k. restricting third parties in receipt of *Mathematica*-generated FreeCDF .cdf files from republishing or redistributing them by any means, including but not limited to rights management or terms of use, without the express consent of WRI.

**Online Services and Data**

Certain functionality in the *Mathematica* product family may require the Software to access collections of data available through external servers. WRI makes no warranty that access to such data will be uninterrupted or that the data itself will be error free. WRI reserves the right to restrict access to, add, update, modify, or remove collections of data based on availability, Your service subscription, or otherwise at WRI’s discretion. You agree all data access and use shall be limited to the Permitted Uses, and agree not to access or use data collections in a manner that could damage, disable, overburden, or impair the servers providing such data. You agree to only access collections of data through the intended *Mathematica* interface. Data provided through WRI’s online services constitutes protected intellectual property and may not be copied, distributed, used to construct a database, stored (in whole or in part) in databases for access by You or any third party, or provided or distributed through any database services containing all or part of such data. Access to the online services is provided to You at WRI’s discretion, and may be terminated or restricted at any time.

Additional functionality in *Mathematica* allows You to access Wolfram|Alpha® data from within the Software. In addition to the general Online Services and Data terms and restrictions listed above, data and other results obtained through the Wolfram|Alpha functionality are subject to the Wolfram|Alpha Terms of Use at [http://www.wolframalpha.com/termsofuse.html](http://www.wolframalpha.com/termsofuse.html). Your use of this functionality indicates your acceptance of these Terms.

**Limited Warranty and Disclaimer**

WRI warrants that the Product shall be free from defects in the physical media for a period of 90 days following the date of purchase when used under normal conditions. You acknowledge that WRI shall provide,
as Your sole remedy for breach of this warranty, another copy of the physical media. The foregoing warranty is in lieu of all other warranties, express or implied.

WRI does not warrant that the Product is free from all errors and/or omissions, and in fact it may contain them. Except as specifically set forth above, the Product is provided "as is". WRI makes no representations or warranties, express, statutory, or implied, with respect to the Product or the Software contained in the Product or data accessed thereby, including, without limitation, any implied warranties of merchantability, interoperability, or fitness for a particular purpose, all of which are expressly disclaimed. WRI does not warrant that the functions contained in the Product will meet Your requirements or that the operation of the Product will be uninterrupted or error free.

WRI, and its agents, representatives, and independent contractors, shall not be obligated to provide or liable, under any circumstances, for providing information on or corrections to errors and/or omissions discovered at any time in the Product, whether or not they were aware of the errors and/or omissions. WRI does not recommend the use of the Product for applications in which errors and/or omissions could threaten life, injury, or significant loss. Some states do not allow the exclusion of implied warranties, so this may not apply to You. This warranty gives You specific legal rights, and You may also have other rights that vary from state to state. This Agreement is governed by the laws of the State of Illinois in the United States of America without effect to any choice of law provisions.

**Limited Damages**

In no event shall WRI or its agents, representatives, and independent contractors be liable for any lost profits, lost use, lost benefits, or any consequential, indirect, incidental, special, or punitive damages, whether in contract, tort, or otherwise, even if WRI has been advised of the possibility of such damages. WRI's cumulative liability to You or any other party for any loss or damages resulting from any claims, demands, actions, or otherwise arising out of or relating to this Agreement shall not exceed the license fee paid for the Product. Some states do not allow certain limitations of damages, so the above limitations may not apply to You.

**United States Federal Government Restricted Rights**

If this Software is acquired by or on behalf of the U.S. federal government, this provision applies. Use, duplication, or disclosure of this Software is subject to restrictions set forth in FAR 52.227-19 and DFAR 227.7202–227.7202–4, as applicable. The Software is "commercial computer software" and is licensed with only "Restricted Rights".

**Translations**

Where Wolfram Research has provided you with a translation of the English language version of the Terms, then you agree that the translation is provided for your convenience only and that the English language version of the Terms will govern your relationship with Wolfram Research. If there is any contradiction or discrepancy between what the English language version of the Terms says and what a translation says, then the English language version shall take precedence.

*Mathematica* is a registered trademark and web*Mathematica* and *MathLM* are trademarks of Wolfram Research, Inc. Wolfram\Alpha is a registered trademark of Wolfram Alpha LLC.

Important details regarding Your use of *Mathematica* in accordance with the terms of this Agreement are listed on Your License Certificate.