MathWorks Connections Program - Terms & Conditions

This document describes the Terms and Conditions for membership in the MathWorks Connections Program. Please print, sign and return by one of the methods listed at the end of this document.

As a member of the MathWorks Connections Program ("Connections Program"), you:

1. Agree to provide and maintain contact information for a Primary Contact who will receive all relevant program communications, by e-mail and/or postal mail, and will be responsible to act as liaison with the Connections Program.

2. Agree to own and maintain at least one commercial license of MathWorks products on which your products or services depend current under Software Maintenance Service, for as long as you are a member of the Connections Program.

3. Agree to maintain the quality of your Connections Program-approved offerings at a level that meets or exceeds industry standards and agree promptly to provide information satisfactory to The MathWorks, upon request, to demonstrate that your Connections Program-approved offerings comply with quality standards. Should you fail to maintain such quality standards, as determined by The MathWorks, your liability will be limited to your removal from the Connections Program. If the MathWorks commercially distributes the product-specific capabilities that enable your Connections Program-approved offerings to interoperate with MathWorks products, this clause does not apply.

4. Agree to modify or enhance your Connections Program products or services to ensure their continuing compatibility with new versions of MathWorks products to which the Connections Program products or services relate. If The MathWorks commercially distributes the product-specific capabilities that enable your Connections Program-approved offerings to interoperate with MathWorks products, this clause does not apply.

5. Agree to authorize The MathWorks to publish and/or otherwise provide non-confidential information that you provide to The MathWorks about your company, products, or services to third parties including dealers, customers, and/or other third parties.

6. Agree not to resell, assign, transfer, or export any of MathWorks products, including but not limited to those products licensed through the Connections Program, without the express prior written consent of The MathWorks.

7. Agree to use trademarks and logos of The MathWorks in accordance with the Connections Program and other MathWorks guidelines, as revised from time to time. If The MathWorks notifies your Primary Contact of any misuse of trademarks and logos, you agree to correct that misuse as promptly as commercially reasonable.

8. Agree to comply with The MathWorks reasonable requests to continue eligibility in the Connections Program, including but not limited to annual acceptance of these Terms and Conditions, the terms of which may be changed (or the program cancelled) at any time by The MathWorks.

9. Agree that membership in the Connections Program cannot be assigned or transferred.

10. Agree to comply with MathWorks reasonable requests to receive and review your promotional literature, press releases, and advertising material featuring MathWorks products or that use our company name or trademarks.

11. Acknowledge that MathWorks privacy policy prohibits providing customer information to partners unless customers have specifically requested that The MathWorks do so.

12. Agree to abide by all material agreements you have entered into with The MathWorks. Any material breach of these agreements will be grounds for removal from the Connections Program.

13. Acknowledge that the use of the term "partner" is a common term used in the high technology field to designate marketing relationships between otherwise unaffiliated companies, and that the designation of your company as a Connections Program partner does not constitute or indicate that your company and The MathWorks have formed a legal partnership.

14. Agree to bear your own costs and expenses incurred in conjunction with performance of your responsibilities as a member of the Connections Program.

15. Acknowledge that The MathWorks will not provide your client(s) with support, maintenance, or technical services related to your products, services, or customizations or extensions of MathWorks licensed products. If The MathWorks commercially distributes the product-specific capabilities that enable your Connections Program-approved offerings to interoperate with MathWorks products, this clause does not apply.

16. Agree that you are not authorized to assume or create any obligations or liabilities, express or implied, on behalf of The MathWorks.

17. Agree and acknowledge that your company and The MathWorks shall at all times be independent parties.

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18. Agree that nothing in this document shall be construed to grant your company or The MathWorks any interest in the intellectual property of the other or expand your rights under any agreement without our express prior written consent.

19. Acknowledge that The MathWorks provides any information "as is" and makes no warranties or representations regarding the accuracy of any information.

20. Agree to comply with all applicable foreign, federal, state, and local laws.

21. Acknowledge that MathWorks may have similar products or services and that 1) this agreement does not prohibit or restrict either party from continuing to independently develop and deliver such products and services and 2) this acknowledgement in no way restricts MathWorks ability to terminate Connections Program membership.

22. Agree and acknowledge that your Connections Program membership will automatically renew for an additional period of twelve months upon receipt by The MathWorks of an electronic confirmation of your acceptance of the then-current Connections Program Terms and Conditions that will be sent electronically to your Primary Contact for your acceptance before each applicable renewal period.

23. Agree and acknowledge that membership in the Connections Program can be canceled or not renewed by either party at any time without the canceling or non-renewing party incurring liability to the other, and that The MathWorks shall be under no obligation to renew the membership and need not give notice of intent not to renew.

Accepted on behalf of _____ by _____.
                        (print company name)   (print name of individual)

Signature: _____

Title: _____

Date: _____

Return a signed copy using either of the methods below:

- Scan and email to connections@mathworks.com. *(Preferred method for faster application processing)*
  Scans must be clearly legible. (suggest scanning at 300dpi or greater in greyscale and saving to PDF, TIFF or JPEG.)

- Send hard copy via postal mail or courier to:

  The MathWorks, Inc.
  Attn: Dana Wright
  3 Apple Hill Drive
  Natick, MA, 01760 USA