

MATLAB Grader Terms of Use

These MATLAB Grader Terms of Use (the “Terms”) cover your use of MATLAB Grader (the “Application”, which shall include all Content other than Your Content, both as defined below). The Terms specifically exclude products and services which you may receive under separate agreements with MathWorks. The [MathWorks Privacy Policy](#) describes MathWorks’ practices regarding the personal information, if any, that is collected and used through the Application. MathWorks’ collection, use, and disclosure of your personal information is governed at all times by the then-current version of the Privacy Policy. By using the Application, you (the individual or entity with whom MathWorks enters into this Agreement, and who is responsible for complying with the contractual obligations of this Agreement) agree to become bound by all the terms and conditions of this Agreement. If you do not agree to these terms and conditions, do not use the Application. MathWorks may, in its sole discretion, change this Agreement at any time by making the revised Agreement available to you.

1. MATLAB Grader

These Terms govern your use of the Application. Except for Your Content, you may only use MATLAB Grader Content, and all modifications and derivatives of MATLAB Grader Content, that you access through the Application with MathWorks products and services. “Content” is text, software, scripts, code, models, graphics, images, sounds, music, videos, audiovisual combinations, data, information, form submissions, files, and all other materials and/or artifacts users of the Application enter, submit, upload, share, or otherwise make available, store, or contribute to the Application, in any format. “Your Content” is Content from you. “MATLAB Grader Content” consists of problem definitions, assessments, and related images, text, files, and other Content provided by MathWorks and delivered through the Application.

2. Your Content

- a. You retain your rights in Your Content. MathWorks does not claim ownership of Your Content. MathWorks will use Your Content only for these limited purposes: (i) to enable you to use the Application, (ii) to enable you to share Your Content with others as you may choose or as may be inherent in the Application, (iii) to store, share, copy, transmit, and publicly display Your Content, as may be reasonably necessary or appropriate, in order to provide the Application, (iv) to create backups of Your Content (including the retention of server copies of Your Content that has been removed or deleted), (v) to comply with applicable law, (vi) to enforce any part of this Agreement, (vii) to detect, prevent, or resolve any fraud, security, or technical issues, (viii) except as may be otherwise agreed by MathWorks and you in a separate agreement specifically addressing such use, in aggregate with other Content, to improve the Application and MathWorks products; and (ix) if applicable, to share, on a de-identified, anonymized basis, data with the third party publisher through whose product, service, or application the Application is made available to you. The rights you grant to MathWorks in this Section are non-exclusive, worldwide, irrevocable, perpetual, and royalty-free.
- b. You understand that when you share Your Content using sharing features provided through the Application: (i) you grant users with whom you share Your Content a nonexclusive, worldwide license to use Your Content in accordance with the terms of this Agreement; (ii) Your Content may be accessible from any part of the world, both within and outside the country from which you shared Your Content; and (iii) you grant to MathWorks a non-exclusive, worldwide, irrevocable, perpetual, royalty-free, and fully sublicensable license to perform and display Your Content to users with whom you share Your Content.
- c. You represent and warrant that you have all the necessary rights to use, Your Content. You represent that you have the necessary rights to grant the licenses to Your Content as set forth in this Agreement. Your Content must not violate or infringe on any patent, copyright, other intellectual property right, or any other legal right of any party. You understand that you, and not MathWorks, are entirely responsible for Your Content.

- d. Your Content must not (i) be libelous, defamatory, abusive, threatening, harassing, offensive, or otherwise violate any law; (ii) be malicious or destructive in nature, or contain a virus, Trojan horse, worm, malware, or other computer programming routine or engine that is intended to damage or otherwise interfere with any system, data, or information; or (iii) directly compete with products or services offered by MathWorks.
- e. You agree not to submit, upload, share, otherwise make available, or store any Content through the Application that, as a matter of law, you are not permitted to submit, upload, share, otherwise make available, or store, or not permitted to submit, upload, share, otherwise make available, or store outside of your country.

3. Access to and Use of the Application; Restrictions

- a. As long as you comply with this Agreement, MathWorks grants you a personal, non-exclusive, non-transferable, limited, revocable, and temporary authorization to access and use the Application, as set forth herein and in any MathWorks documentation (in any medium or format) related to the Application, including without limitation the user guides and/or operating instructions, if any, accompanying the Application, as may be updated from time to time. If you are an Instructor User (defined as faculty or academic staff at an educational institution), Student User (defined as an enrolled student at an educational institution), a participant in an Application-related massive open online course offered by an organization that has an agreement with MathWorks allowing such use, or using the Application through a MathWorks website, you may use this Application for non-commercial, academic use only. If you are an Instructor User or are using the Application on behalf of an organization that has an agreement with MathWorks that allows such use, your license to use this Application includes a license to use and modify, solely in relation to the Application, problem definitions, assessments, and related images, text, files, and other content provided by MathWorks and delivered through the Application. Except as expressly described in this Section 3.a., any other use is expressly prohibited by this Agreement. The Application is commercially valuable to MathWorks. The design and development of the Application reflect the efforts of skilled development experts and the investment of considerable time and expense. MathWorks and its licensors reserve all rights not expressly granted in and to the Application, which is protected by copyright and other intellectual property laws.
- b. You agree not to, and shall not cause or permit any third party to, directly or indirectly: (i) copy (except for archival purposes), distribute, transmit, broadcast, display, sell, license, alter, modify, create derivative works from, frame, mirror, republish, or otherwise exploit all or any part of the Application unless explicitly permitted by MathWorks; (ii) adapt, translate, copy, or convert all or any part of the Application in order to create another service or product, a principal purpose of which is to perform the same or similar functions as the Application, or to replace any component of any of the Application, or any other technology, materials, products, or services licensed or provided by MathWorks; (iii) rent, lease, time share, loan, or otherwise provide or allow access (directly or indirectly) to the Application to any third party, except as may be expressly permitted by MathWorks; (iv) disassemble or reverse engineer the Application, or attempt to gain access to any method of operation or source code contained therein; (v) alter, remove, or obscure any copyright, patent, trademark, logo, proprietary and/or other legal notices included with the Application; (vi) infringe any intellectual property rights in or to the Application, including developing, producing, or testing software containing a feature or functionality that is substantially similar in its expression to the expression contained in MathWorks software products; (vii) use the Application to sell or market your products or services to others, nor use the communication systems provided by the Application (e.g., comments) for any commercial solicitation purposes, except as may be expressly permitted by MathWorks; (viii) use the Application to upload, post, email, or otherwise transmit any “spam” or “junk mail”; (ix) use the Application for any purpose that is unlawful or prohibited by this Agreement, including without limitation any harassment of any other users of the Application; (x) submit to, collect from, or harvest from the Application, any personally identifiable information of any individual, including account names; (xi) circumvent, disable, or otherwise interfere with any technical and/or other limitations, including security-related features and features that prevent or restrict use or

copying of any Content or of the Application; and (xii) use the Application in any manner that could damage, disable, overburden, disrupt, or impair any MathWorks systems, interfere with any other party's systems or use of the Application, engage in any activity that diminishes the Application, its security, and/or MathWorks' systems and networks; nor attempt to gain unauthorized access to any feature of the Application.

- c. MathWorks reserves the right to temporarily suspend or permanently terminate your access to the Application, or cease providing the Application, in whole or in part, in its sole discretion. If you breach this Agreement, your authorization to use the Application automatically terminates. Your license to use this Application terminates: (i) when your Application-related course has ended, if you are a participant in an Application-related massive open online course offered by an organization that has an agreement with MathWorks that allowed such use; (ii) upon any expiration or termination of your subscription to use a relevant third party publisher's product, service, or application, if the Application is made available to you through a third party publisher's product, service, or application; (iii) when your organization no longer has a license to the Application, if you are using the Application on behalf of an organization that has an agreement with MathWorks that allowed such use; and (iv) upon either party's notice of termination, if you are using the Application through a MathWorks website. Upon termination of this Agreement, the Application may no longer be accessible to you, all rights granted hereunder immediately terminate, and you agree to promptly cease all access and use of the Application. Those provisions that by their nature are intended to survive termination or expiration of this Agreement shall so survive. MathWorks reserves the right to discontinue or modify any aspect of the Application, including any technical support, if offered, at any time.
- d. MathWorks has no obligation to monitor, screen, edit, or review the Content. However, MathWorks reserves the right, in its sole discretion, for any reason and at any time, to refuse to post any Content, and to remove any Content from the Application.

4. Content and Third Party Services

- a. MathWorks does not control the Content posted by users of the Application and does not guarantee the accuracy, integrity, or quality of any Content. Views expressed by users of the Application are not endorsed by MathWorks. You understand that by using the Application, you may be exposed to Content that is offensive, indecent, or objectionable. Under no circumstances will MathWorks be liable in any way for any Content, including but not limited to, any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of any Content. It is your responsibility to evaluate the accuracy and completeness of all Content accessed from the Application.
- b. The Application may link to, connect to, display, or publish third party content, services, websites, or other sources that are not owned or controlled by MathWorks (collectively, "Third Party Services"). MathWorks has no control over, and assumes no responsibility for, the content, privacy policies or practices of any Third Party Services. In the event that you use the Application together with any Third Party Services, you acknowledge and agree that you, and not MathWorks, shall be solely responsible for full compliance with any terms that may apply to your use of such Third Party Services.

5. General

- a. You affirm that you are either more than 18 years of age, an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into this Agreement. In any case, you affirm that you are over the age of 13, as the Application is not intended for children under 13. If you are under 13 years of age, you are not authorized to use the Application unless your parent or guardian has provided MathWorks with advance written consent.

- b. This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you without the written consent of MathWorks. You agree that MathWorks may withhold such consent for any reason, in its sole discretion. This Agreement may be transferred or assigned by MathWorks without restriction. In the case of any permitted assignment or transfer, the terms of this Agreement shall be binding upon, and inure to the benefit of, the transferee or assignee.
- c. Except as set forth in Section 5.c. above, the Application, including without limitation any Content provided by MathWorks or MathWorks employees, is provided “as is” and with all faults, without any obligation of technical support by MathWorks. You assume the sole responsibility and risk for your use of the Application and the results obtained therefrom, including all risks associated with any data transfer and storage that may occur as an incident to your use of the Application. Your Content that is uploaded or stored by you using the Application is maintained by MathWorks and/or a third party. Neither MathWorks nor such third party is responsible for any loss, disruption or termination of storage of Your Content. To the fullest extent permitted by law, MathWorks, its officers, directors, employees, agents and affiliates disclaim all warranties, express or implied, including without limitation, implied warranties of merchantability, fitness for a particular purpose, and non-infringement, in connection with the Application and your use thereof. MathWorks makes no warranties or representations about the accuracy or completeness of the Application or any sites linked from the Application, and assumes no liability or responsibility for any (i) errors, mistakes or inaccuracies in the Application; (ii) personal injury or property damage, of any nature whatsoever, resulting from your use of the Application; (iii) any unauthorized access to or use of MathWorks' servers and/or any and all information, including personal information, stored therein; (iv) any interruption or cessation of transmission to or from the Application; and (v) any loss of profits, loss of business, loss of opportunity, loss of data, loss of use of any computer hardware or software, or loss of any other kind incurred as a result of your use of the Application. MathWorks also expressly disclaims any warranties that may be implied from usage of trade, course of dealing, or course of performance. The Application is provided with all faults, and the entire risk of satisfactory quality, performance, and accuracy is with you. The Application should not be relied on as the sole basis to solve a problem or implement a design whose incorrect solution or implementation could result in injury to person or property, and MathWorks and its affiliates explicitly disclaim all liability for such misuse to the fullest extent allowed by law. MathWorks' and its affiliates' liability for any other matter in relation to which liability by law cannot be excluded or limited shall not be excluded or limited.
- d. In no event shall MathWorks, its officers, directors, employees, agents, and/or affiliates, be liable to you for any direct, indirect, incidental, special, punitive, or consequential damages whatsoever resulting from your use of the Application, whether based on warranty, contract, tort, or any other legal theory, whether foreseeable or otherwise, and whether or not MathWorks is advised of the possibility of such damages. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction. In no event shall MathWorks' or its affiliates' aggregate liability arising out of or related to this Agreement exceed US one hundred dollars (\$100.00 USD). Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion or limitation may not apply to you. You may also have other rights which vary from state to state and country to country.
- e. This Agreement shall be interpreted, enforced, and construed, and the rights of the parties hereunder governed, in all respects by the laws of the State of Delaware, United States of America, without regard to its conflicts of law provisions.
- f. To the extent any governing law, treaty, or regulation is in conflict with this Agreement, the conflicting terms of this Agreement shall be superseded only to the extent required 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.
- g. The Application, including without limitation the software related to the Application, is subject to U.S. export control laws and may be subject to applicable export and import laws and regulations in other

jurisdictions. Your Content, and your use, download, import, export or re-export of any Content, must not violate any applicable laws, rules, or regulations, including without limitation any applicable export control laws, rules, and regulations. Notwithstanding any other term of this Agreement or third party agreement, your rights under this Agreement may not be exercised by you or any third party in violation of such laws and regulations, nor may this Agreement be transferred to any party where doing so would result in such a violation. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. The terms of any limitation on the use, transfer or re-export of the Application, including without limitation the software related to the Application, included in any Destination Control Statement or other document provided by MathWorks for the purpose of export control shall prevail over any term in this Agreement. It is your responsibility to comply with the latest United States or other governmental export and import regulations with respect to all use of the Application.

- h. This Agreement and the documentation related to the Application contain the entire understanding between you and MathWorks and may not be modified or amended except by MathWorks' posting of a revision as described above. This Agreement supersedes, and its terms govern, all prior proposals, agreements, and/or other communications between the parties, oral or written, regarding the Application.
- i. Notices to MathWorks under this Agreement shall be sufficient only if in writing and transmitted via personal delivery, delivered by a major commercial delivery service, or by certified or registered mail, return receipt requested, to: The MathWorks, Inc., Attention: Legal Services, 3 Apple Hill Drive, Natick, Massachusetts 01760. Notices to you may be made via posting through the Application, by e-mail, or by regular mail, at MathWorks' discretion.

6. Claims of Copyright Infringement

- a. If you believe your work has been copied in a way that constitutes infringement and appears through the Application, please provide the following information in writing to MathWorks' Copyright Agent at the address below (please consult your legal counsel to confirm these requirements):
 - An electronic or physical signature of a person authorized to act on behalf of the owner of the copyright interest;
 - A description of the copyrighted work that you claim has been infringed;
 - A description of where the material that you claim is infringing is located through the Application;
 - Your address, telephone number, and email address;
 - A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
 - A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.
- b. Upon receiving your notification containing the information listed above, MathWorks shall (1) remove or disable access to the material alleged to be infringing; (2) forward the written notification to the alleged infringer; and (3) take reasonable steps to promptly notify the alleged infringer that it has removed or disabled access to the material.
- c. If you have received notice from MathWorks that material you have posted is alleged to be infringing and believe that such material is the wrongful subject of a copyright takedown notice, you may file a counter notification with MathWorks by providing the following information in writing to MathWorks' Copyright Agent at the address below (please consult your legal counsel to confirm these requirements):
 - Your electronic or physical signature;
 - A description of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled;

- A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and
 - Your name, address, and telephone number, and a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which your address is located, or if your address is outside the United States, for any judicial district in which MathWorks may be found, and that you will accept service of process from the person who provided the infringement notification, or an agent of such person.
- d. Upon receiving a counter notification containing the information listed above, MathWorks shall (1) promptly provide the complaining party with a copy of the counter notification; (2) inform that complaining party that MathWorks will replace the removed material or cease disabling access to it within ten (10) business days; and (3) replace the removed material or cease disabling access to it within ten (10) to fourteen (14) business days following receipt of the counter notification, provided MathWorks' Copyright Agent has not received notice from the complaining party that an action has been filed seeking a court order to restrain the alleged infringer from engaging in infringing activity relating to the allegedly infringing material accessible through the Application.
- e. MathWorks Copyright Agent
Copyright Agent
The MathWorks, Inc.
3 Apple Hill Drive
Natick, MA 01760
(508) 647-7724
dmca@mathworks.com

For clarity, only claims of copyright infringement should be sent to the Copyright Agent noted above; other inquiries regarding the Application should be sent via https://www.mathworks.com/support/contact_us.html.