

**GUROBI OPTIMIZATION, LLC  
END-USER LICENSE AGREEMENT  
("Agreement")**

By installing and enabling the Gurobi Product You are accepting the terms of this Agreement. The Product will be enabled when You install the license key that is supplied to You by Gurobi. The **"Effective Date"** of this Agreement is the date that Gurobi makes the license key available to You regardless of when the Product is enabled. The Product is copyrighted and licensed by Gurobi Optimization, LLC, a limited liability company, registered in Delaware. This Agreement consists of 1) the following Terms and Conditions; 2) the Licensed Products addendum (**"Exhibit A"**); and 3) the Maintenance and Support addendum (**"Exhibit B"**).

**TERMS AND CONDITIONS**

**1. DEFINITIONS**

**1.1. "Error"** means any reported and reproducible failure of the Product to perform substantially in accordance with its published documentation. **"Error Correction"** means either a modification or addition that, when made or added to the Product, brings the Product into material conformity with its published documentation, or a procedure or routine that, when observed in the regular operation of the Product, avoids the practical adverse effect of such nonconformity. **"Material Error"** means any reported and reproducible failure of the Product to perform substantially in accordance with its published documentation where this Error prevents use of the Product, or which seriously impacts use of the Product. **"Order Form"** means an Order Form or other similar document issued by Gurobi and accepted by You that references this EULA and sets forth the applicable Product License(s) and fees. **"Product"** is the Gurobi Optimizer Version 9.0.0 or higher in the form of object code libraries, including all Upgrades and published documentation as further described in Exhibit A, attached hereto and incorporated herein by reference. **"Upgrades"** shall mean any Error Corrections, new Releases (as defined in Exhibit B, attached hereto and incorporated herein by reference), and software modifications or additions, which are provided pursuant to Exhibit B. **"You"** or **"Your"** or **"Licensee"** refers to the specific end-user entity, department or division whose name appears on the applicable Order Form for the Product License (defined below). Additional defined terms have the meaning ascribed to them in the body of this Agreement. **"Authorized User"** means Your and your Affiliates' employees or contractors that You permit to access and use the Product and/or Documentation under Your Product License. **"Affiliate"** means, with respect to a party, any entity that directly or indirectly controls, is controlled by, or is under common control with such Party. For purposes of the Affiliate definition, an entity "controls" another entity if it has the power to direct the management and policies of the other entity, through ownership of 50% or more of the voting securities of an entity, representation on its board of directors or other governing body, or by contract. An entity is an Affiliate only for long as such entity qualifies under the Affiliate definition.

**2. SCOPE OF RIGHTS**

**2.1. Grant of License.** Gurobi grants You a non-exclusive license to the Product (including any Error Corrections, standard enhancements or Upgrades provided under Exhibit B) in machine-readable form to use for Your internal business purposes. The scope of Your license and usage rights are determined by the type of license that You have selected from the Product License options set forth in Exhibit A (Your **"Product License"**). You may make a reasonable number of copies of the Product in machine-readable, object code form, for nonproductive backup purposes only. You may exercise Your rights in this Section 2.1 via Authorized Users, provided that all Authorized Users comply with all license scope restrictions and all of Your obligations under this Agreement. For clarity, Authorized Users may access and use the Product solely for Your internal business operations and the Product License does not extend to Your Affiliates. You shall cause all Authorized Users to comply with all of Your obligations under this Agreement. Any breach of this Agreement by, or caused by, any Authorized User will be deemed to be a breach of this Agreement by You.

**2.2. Limitations on Use.** You may not use, copy, modify, or distribute the Product, or make any copy, adaptation, transcription, or merge any portion thereof, unless expressly authorized by Gurobi in a separate written agreement. You may not reverse assemble, reverse compile, translate, or reverse engineer the Product. Your Product License may not be sold, transferred, leased, assigned, or sub-licensed without Gurobi's prior written consent. If You or any Authorized User use, distribute, copy or modify the Product in any way not expressly authorized by Gurobi, Your Product License shall automatically terminate. All Product Licenses are specific to the entity referenced in the applicable Order Form as the Licensee and may not be shared or used by any other related party, including but not limited to parent or subsidiary corporations, affiliates, or any other entities under common control or ownership. Subject to the exceptions for academic licenses set forth in Exhibit A, You shall not at any time, directly or indirectly, publish or otherwise make available results, data or information related to any benchmarking or comparison of the Product, or its performance, against any similar or competitive product, solver or software. The license granted to You in Section 2.1 is conditioned upon Your compliance with Your obligations in Section 2.1, this Section 2.2 and the applicable scope restrictions set forth in Exhibit A.

### 3. MAINTENANCE AND SUPPORT

**3.1. Maintenance and Support.** Gurobi offers a Maintenance and Support program as set forth in Exhibit B. Maintenance and Support is not available for academic licenses. Gurobi shall not be obligated to provide Maintenance and Support during any period in which You have failed to pay any fees when due.

### 4. LICENSE FEES

**4.1. Payment Terms.** Unless otherwise indicated on the invoice, all invoices from Gurobi shall be due and payable within thirty (30) days of the date of each invoice. Except as provided in Section 5.1 (Warranty) and Section 8.2 (Right to Cure), the fees are not refundable. If any fees are not paid when due, Gurobi may, at its option, charge interest at a rate of one and one-half percent (1½%) per month or, if less, the highest rate allowed by applicable law from the date such fee or charge first became due. Gurobi will issue a license key that enables the Product for a limited period of time until payment is received by Gurobi in full. Upon receipt of payment-in-full, Gurobi will issue a license key for the duration of the term of the applicable Product License.

**4.2. Taxes.** You are responsible for sales or use taxes, and state or local property or excise taxes associated with Your licensing, possession, or use of the Product and any associated services.

### 5. WARRANTIES

**5.1. Warranty.** Gurobi warrants for a period of sixty (60) days after the Effective Date of this Agreement that the Product will perform substantially in accordance with the documentation. Gurobi does not warrant that the Product will be Error-free in all circumstances. As Your exclusive remedy for any defect or Material Error in the Product, and as Gurobi's entire liability therefor in contract, tort, or otherwise, Gurobi agrees to correct such Material Error or defect at Gurobi's facility by issuing corrected instructions, a restriction, or a work around. If Gurobi is unable to correct such defect or Material Error after a reasonable opportunity, Gurobi shall refund the License fees paid for such Product. This warranty does not apply to the free trial version, the free academic version or otherwise to time-limited evaluation versions of the Product, which are provided to You "as is" at no charge.

**5.2. Limitation on Warranty.** Gurobi shall have no liability for negligence. In addition, except for the warranties set forth in this EULA, Gurobi makes and You receive no warranties, express, implied, or statutory, and Gurobi specifically disclaims any warranty of merchantability or fitness for a particular purpose.

**5.3. Limitation of Liability; Exclusion of Consequential Damages.** The cumulative liability of Gurobi to You for any and all claims relating to the Product and any services rendered under this Agreement shall not exceed the total amount of all License and Maintenance and Support fees paid to Gurobi for the Product within the prior year. This limitation shall not apply to the indemnification provided in Section 8. In no event shall Gurobi be liable to You for any consequential, indirect, special, or incidental damages, even if Gurobi has been advised of the possibility of such potential loss or damage. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies, but may not be applicable in some jurisdictions.

### 6. OWNERSHIP

**6.1. Ownership.** Gurobi shall have sole right, title, and interest in and to the Product and all documentation relating to the Product (including its development or its operation, testing or use, and all reports and copies created), and all intellectual property rights associated with the Product (including, without limitation, rights to copyrights, patents, trade secrets, and know-how). This Agreement does not provide You with title or ownership of the Product, but only a right of limited use pursuant to the scope of Your Product License.

### 7. CONFIDENTIAL INFORMATION

**7.1. Confidential Information.** "Confidential Information" means any data or information, oral or written, treated as confidential that relates to either party's past, present, or future research, development or business activities, including any unannounced products and service(s), and including any information relating to services, developments, product road maps, inventions, processes, plans, financial information, customer lists, forecasts, and projections. Notwithstanding the foregoing, Confidential Information shall not be deemed to include information that: 1) is publicly available or in the public domain at the time disclosed; 2) is or becomes publicly available or enters the public domain through no fault of the party receiving such information; 3) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; 4) is already in the recipient's possession free of any confidentiality obligations; 5) is independently developed by the recipient; or 6) is approved for release or disclosure by the disclosing party without restriction. The receiving party will use the same degree of care, but no less than a reasonable degree of care, to prevent unauthorized disclosure or publication of the Confidential Information as the receiving party uses to protect its own Confidential Information of a like nature. The receiving party shall refrain from using, disclosing, or otherwise exploiting any such Confidential Information for any purpose not specifically authorized by the disclosing party.

**7.2 Permissible Use of Certain Confidential Information.** Notwithstanding the requirements of this Section 7, any MPS, LP, API recording or other model input files used as input to the Product (collectively, "**Model Input Files**") provided to Gurobi by or on behalf of You may be placed by Gurobi in the Gurobi model library and used by Gurobi for

testing, determining and/or benchmarking solutions times for the Product, and improving the ability of the Product to solve such problems, with any resulting modifications in the Product being the sole property of Gurobi. Gurobi may copy, download and run the Model Input Files for the purposes set forth in this section. The use of Model Input Files for any other purpose than described, whether internal or external by Gurobi or any other party through Gurobi, shall require the prior consent of the disclosing party. Model Input Files will be held in confidence, as with all other Confidential Information. Model Input Files will be deleted from Gurobi's model library upon receiving a written request to do so. Gurobi shall store the Model Input Files on the same infrastructure and with the same security protocols Gurobi uses to store its Product source code.

## **8. INDEMNIFICATION**

**8.1. Indemnification.** If a third party claims that the Product infringes any U.S. patent, copyright, or trade secret, Gurobi will (as long as You are not in default under this Agreement or any other agreement with Gurobi) defend and indemnify You against such claim at Gurobi's expense and pay all damages that a court finally awards, including reasonable attorneys' fees, provided that You promptly notify Gurobi in writing of the claim, allow Gurobi to control the defense of such claim, and cooperate with Gurobi in the defense or any related settlement negotiations. Gurobi shall have sole discretion with regard to matters of settlement of any infringement claim so long as the settlement does not adversely affect You, or require You to affirmatively take or to refrain from taking some action.

**8.2. Right to Cure.** If such a claim is made or appears possible, Gurobi may, at its option, secure for You the right to continue to use the Product, or modify or replace the Product so that it is non-infringing, or, if neither of the foregoing options is available in Gurobi's judgment, require You to return the Product for a credit equal to the portion of previously paid License fees allocable to the remaining term of Your Product License.

**8.3. No Obligation.** Gurobi has no obligation for any claim based on a modified version of the Product, or its combination, operation, or use with any product, data, or apparatus not provided by Gurobi, or for the data provided by You. This paragraph states Gurobi's entire liability and obligation to You with respect to any and all claims of infringement.

## **9. TERM AND TERMINATION**

**9.1. Term.** Your Product License will commence on the Effective Date. Perpetual Product Licenses will continue in perpetuity, unless and until terminated pursuant to Section 9.2. Subscription Product Licenses will continue for the subscription period set forth on the Gurobi Order Form for the Product License, unless and until terminated pursuant to Section 9.2. Subscription Product Licenses will not automatically renew. Gurobi may send You a proposed Order Form to renew the current Subscription Product License with updated pricing. Such new Order Form will take effect upon mutual written agreement of the parties. All licenses are subscription Product Licenses, and not perpetual Product Licenses, unless otherwise expressly set forth in the applicable Order Form.

**9.2. Material Breach.** This Agreement may be terminated: 1) by either party upon a material breach by the other party if the breach has not been cured within thirty (30) days after the breaching party has received written notice thereof; 2) by Gurobi, upon fifteen (15) days written notice, in the event of any delinquency of Your payment of any amount due hereunder; or 3) by the non-breaching party upon three (3) days written notice in the event of breach of Section 7 (Confidential Information).

**9.3. Survival.** Notwithstanding the termination of this Agreement for any reason, the rights and duties of the parties under Sections 6 (Ownership), 7 (Confidential Information), and 8 (Indemnification) shall survive such termination and remain in full force and effect.

## **10. EXPORT CONTROLS**

**10.1. Export Restrictions.** The Product delivered to You under this Agreement is subject to U.S. export control laws and regulations and may also be subject to import and export laws of the jurisdiction in which it was obtained, if outside the U.S. You shall abide by all applicable export control laws, rules and regulations applicable to the Product and documentation. You agree that You will not export, re-export, or transfer the Product or documentation, in whole or in part, to any country, person, or entity subject to U.S. export restrictions. You will not use the Product to benefit, or provide services to, any country, person, or entity subject to U.S. export restrictions. You will not permit any third party to access or use the Product (whether via delivery of on-premise software or provision of the functionality of the Product via hosting services) in violation of any U.S. export restrictions. You specifically agree not to export, re-export, or transfer the Product or documentation (i) to any country to which the U.S. has embargoed or restricted the export of goods or services, or to any national of any such country, wherever located, who intends to transmit or transport the Product back to such country; (ii) to any person or entity who You know or have reason to know will utilize the Product or portion thereof in the design, development, production or use of nuclear, chemical or biological materials, facilities, or weapons; or (iii) to any person or entity who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government. You will ensure that all of Your customers and licensees comply with all of Your obligations in this Section 10.1. You will be liable for any breach of this Section 10.1 by, or caused by, any of Your customers or licensees.

## **11. GENERAL**

**11.1. Assignment.** This Agreement shall not be assignable by You without the prior written consent of Gurobi.

**11.2. Waiver of Construction Against the Drafter.** This Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against either of the parties to this Agreement.

**11.3. Severability.** In the event that any provision of this Agreement is found invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement shall remain valid and enforceable according to its terms. Without limiting the foregoing, it is expressly understood and agreed that, in the event any remedy hereunder is determined to have failed of its essential purpose, all other limitations of liability and exclusion of damages set forth herein shall remain in full force and effect.

**11.4. Notices.** All notices or other communications required to be given under this Agreement shall be in writing and delivered either personally, by a reputable overnight courier service (e.g., FedEx or UPS), or by U.S. mail, certified, return receipt requested, postage prepaid, and addressed as provided in this Agreement or as otherwise requested by the receiving party. Notices delivered personally shall be effective upon delivery and notices delivered by courier or U.S. mail shall be effective upon their receipt by the party to whom they are addressed.

### **11.5. Governing Law.**

**11.5.1** This Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of California as they apply to a contract made and performed in such state and as if entered into by the residents of such state.

**11.5.2** In all cases, the United Nations Convention on the International Sale of Goods shall not apply. The parties also agree that the provisions of the Uniform Computer Information Transactions Act shall not apply.

### **11.6. Modifications and Waivers.**

**11.6.1** Gurobi may amend this Agreement from time to time by posting an updated version at its website (<https://www.gurobi.com/>) and sending You written notice thereof. Such amendment will be deemed accepted and become effective thirty (30) days after such notice (the "Proposed Amendment Date") unless You first give Gurobi written notice of rejection of the amendment. In case of such rejection, this Agreement will continue under its original provisions, and the amendment will become effective at the start of Your next Term following the Proposed Amendment Date (unless earlier terminated in accordance with Section 9 herein). Your continued use of the Product following the effective date of an amendment will confirm Your consent thereto. You recognize and agree that Gurobi's privacy policy and other applicable policies (without limitation) are not incorporated into this Agreement, and Gurobi may revise them at any time in its sole discretion, with or without following the procedures of this Section 11.6.1.

**11.6.2** Except as set forth in 11.6.1, this Agreement may not be modified except by a writing signed by authorized representatives of both parties. A waiver by either party of its rights hereunder shall not be binding unless contained in a writing signed by an authorized representative of the party waiving its rights. The non-enforcement or waiver of any provision on one occasion shall not constitute a waiver of such provision on any other occasion unless expressly agreed in writing. The parties agree that no use of trade or other regular practice or method of dealing between the parties shall be used to modify, interpret, supplement, or alter in any manner the terms of this Agreement. No other terms or provisions submitted or proposed by You via a purchase order are binding upon Gurobi, and any and all terms set forth in any purchase order are hereby rejected by Gurobi.

**11.7. Force Majeure.** Neither party shall be responsible for any failure to perform due to unforeseen circumstances or to causes beyond the parties' reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation, facilities, fuel, energy, labor, or materials. In the event of any such delay, either party may defer any delivery dates for a period equal to the time of such delay. Notwithstanding the foregoing, if either party is in default under this Section for more than forty-five (45) days, the non-defaulting party may terminate this Agreement.

**11.8. No Set Off.** Notwithstanding anything to the contrary in this Agreement, You waive Your right to suspend or set off any payment obligation to Gurobi on any basis whatsoever.

**11.9. Arbitration.** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof that fails to settle by mediation, shall be settled by binding arbitration administered by JAMS in accordance with its then current Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator may award monetary damages, injunctive relief, rescission, restitution, costs and attorneys' fees. The arbitration award shall be final and binding regardless of whether one of the parties fails or refuses to participate in the arbitration. The arbitrator shall not have the power to amend this Agreement in any respect. Notwithstanding the foregoing, the parties agree that this Section does not apply to the breach of provisions set forth in Section 6 (Ownership), and Section 7 (Confidential Information), and that either party may petition a court of law for injunctive relief and such other rights and remedies as it may have at law or equity against breaches of these sections.

**11.10. Attorneys' Fees.** In the event of any dispute with respect to this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and other costs and expenses incurred in resolving such dispute.

## EXHIBIT A LICENSED PRODUCTS

Gurobi commercial licenses can be used for development or deployment (sometimes called "run-time"), or both. It is permissible to use a Gurobi commercial license for the development of an application and then use that same license to deploy the application, subject only to the specific machine and usage-level limitations and restrictions of the particular Product License You have purchased. There is no limit on the number of specific applications You may use with a given Gurobi commercial license.

**General License Restrictions Applicable to All Product Licenses:** Making the Product available over the Internet or similar networking technology to others who are not Your Authorized Users ("**Hosting**") is forbidden except Hosting that otherwise respects the limitations of the Product License is permitted if the Product is embedded in and only accessible through an application developed by You that adds significant additional functionality and does not allow any Authorized User or any end user to formulate and solve arbitrary linear, quadratic, quadratically-constrained or nonlinear programming models, in either their continuous or mixed-integer forms.

### 1. Commercial Product License Options:

- a. **Single-Use – Single-Machine License:** This license is locked to a particular physical machine and its use is restricted to a single simultaneous use. The license specifies the maximum number of cores (threads) that can be utilized by that use. This license can run on machines with more cores than issued with/for the license.
- b. **Named-User – Unlimited-Use, Single-Machine License:** This license is for a single specific person (one specific Authorized User) such as a software developer or analyst. Sharing, transferring, assigning or use of this license by anyone other than the named Authorized User is expressly prohibited, nor can the license be used for a shared process or any kind of batch process or background service. The license depends on the number of CPU cores in the machine. This license is limited to eight (8) cores and does not run on machines with more cores than issued with/for the license.
- c. **Unlimited-User – Unlimited-Use, Single-Machine License:** This license is locked to a particular physical machine. The number of simultaneous Authorized Users is unlimited. The license depends on the number of CPU cores in the machine.
- d. **Floating-Use License:** This license runs on a single, specified local-area network of machines. One particular physical machine in this collection acts as the license server. The Gurobi Product can be installed and run on any machine on the network with an operating environment that is among the supported platforms. This license has a specified limit on the number of simultaneous Gurobi processes that can be run on the machines of this network.
- e. **Compute Server – Unlimited-User, Unlimited-Use, Unlimited-Client, Single-Machine License:** This license is locked to a particular physical machine, which acts as a server for an unlimited number of client machines. The number of instances and uses on the clients is also unlimited. The license depends on the number of CPU cores in the machine.
- f. **Virtual-Machine Licensing:** Any of the above licenses may be used on a virtual machine, provided that only one instance of that virtual machine is active at a time.
- g. **Web License Service (WLS) – Single Use:** This license specifies a maximum number of simultaneous containers or machines, with one simultaneous use allowed on each. Uses are not restricted to any specific machine or container. A WLS server on the Internet manages tokens associated with the license, and client processes must periodically connect to this server to check out tokens. The license depends on the number of CPU cores in the machine or container.
- h. **Web License Service (WLS) – Unlimited Use:** This license specifies a maximum number of simultaneous containers or machines, with unlimited simultaneous uses allowed on each. Uses are not restricted to any specific machine or container. A WLS server on the Internet manages tokens associated with the license, and client processes must periodically connect to this server to check out tokens. The license depends on the number of CPU cores in the machine or container.
- i. **Web License Service (WLS) – Compute Server:** This license specifies a maximum number of simultaneous active Compute Servers. These Compute Servers are not restricted to any specific machine or container. A WLS server on the Internet manages tokens associated with the license, and client Compute Servers must periodically connect to this server to check out tokens. The license depends on the number of CPU cores in the machine or container.
- j. **Application-Specific License:** This license enables the unlimited use of the Gurobi Product for Your internal use within or in conjunction with a named Application which shall be specified on the Order Form. The duration of an Application-specific License shall be limited to the period specified on the Order Form.

- k. **On-Demand License (WLS):** This license permits the use of the Gurobi Product on a metered basis, with usage tracked by a locally installed Gurobi software component. Gurobi makes available to You a monthly usage report. A minimum pre-paid, non-refundable credit is necessary and may be subject to a discount as determined by Gurobi. Any amount billed beyond the available pre-paid credit will be invoiced monthly in arrears according to a rate plan and ineligible for any pre-paid credit discount. Said rate plan may be subject to changes by Gurobi with a minimum of three (3) months' prior notice. Any unused credit will expire and be forfeited after non-use for a consecutive period of twelve (12) months and this license will be cancelled. This license requires continuous internet access; however, the software can continue operating for up to 24 hours during temporary disconnects. You may deploy multiple independent metering services, provided that continuous connectivity between the Gurobi Product and the metering service is maintained. The Gurobi Product can be installed and run on any machine on the network with an operating environment that is among the supported platforms. To ensure accurate usage reporting, You agree not to tamper with the system clock or disable the local reporting thread. Any such actions that interfere with proper metering will be considered a breach of this Agreement by You.

**Container Licensing:** To use the Gurobi Product from within a container (e.g., a Docker Container), Your program will need to either use an On-Demand license (1.k), a WLS single-use license (1.g), a WLS unlimited-use license (1.h), be a client of a WLS Compute Server (1.i), be a client of either a floating-use server (1.d) or a Compute Server (1.e) that is not running in a container, or be a client of a Gurobi Instant Cloud instance.

**Time-limited Evaluation License:** These licenses can be of any of the above types 1.a-i but will have a specified time limit determined at the time the license key is issued (typically two (2) weeks from the date of issue). A Time-limited Evaluation License is intended to allow You to determine whether the Product is a technical fit for Your project. Accordingly, for this type of license, Your license and usage rights are limited to non-productive, test environment use only, and the Product may not be used for development purposes. Any and all results from use of the Product (any computational result obtained through using the Product) in connection with an evaluation license may not be used for commercial purposes and may only be used for evaluation, trial, and test purposes. Further, You may not publish or disclose any benchmark testing results.

**Distributed Optimization Add-On License:** This license option can be added onto types 1.b, 1.c, 1.d, 1.e, or 1.f above, and enables the use of distributed algorithms (distributed tuning, distributed concurrent optimization, and distributed MIP).

**2. Size-Limited (free) Trial Licenses:** Six-month time-limited, free license for problems with at most 2000 variables and 2000 constraints. The use of this license is restricted to a single person identified during the installation process. This license is for research, development, and evaluation purposes only. It may not be used in commercial applications.

**3. Academic Licenses:** These licenses are restricted to academic use and all use for commercial purposes is forbidden. You and all Authorized Users of the Product must be faculty, staff, or students at a degree-granting academic institution.

- a. **Free Time-limited Named-User – Unlimited-Use, Single-Machine License:** The scope of this license is the same as set forth in Section 1.b, with the following additional restrictions: (i) the license will have a one-year time limit from the date of installation, and (ii) the license must be periodically “validated” while connected to the Internet from a recognized academic domain (e.g., “.edu”).
- b. **Free Time-limited Web License Service (WLS) Unlimited-Use License:** The scope of this license is the same as set forth in Section 1.h, with the following additional restriction: the license must be periodically “validated” while connected to the Internet from a recognized academic domain (e.g., “.edu”).
- c. **Free Time-limited Unlimited-Simultaneous-Use Floating-Use License:** The scope of this license is the same as set forth in 1.d. It has a limit (the physical limit of the licensor) of 4096 simultaneous Gurobi processes that can be run on the machines of this network.
- d. **Note:** Maintenance and support contracts (Exhibit B) are not offered with academic licenses; however, academic licenses are entitled to receive Minor Releases and Technical Releases corresponding to their currently licensed Major Release.
- e. **Benchmarking.** The benchmarking restrictions in Section 2.2 above do not apply to academic licenses. For academic licenses, unless Gurobi expressly approves otherwise in writing, You shall not at any time, directly or indirectly, publish or otherwise make available results, data or information related to any benchmarking or comparison of the Product, or its performance, against any other Commercial Software. “Commercial Software” means software that is not distributed under an open-source license as defined by the Open Source Initiative (<https://opensource.org/>), and is made available to end users for a fee or other commercial consideration.

## **GUROBI OPTIMIZER FUNCTIONALITY AND PLATFORMS**

### **BASE FUNCTIONALITY:**

The Gurobi Optimizer includes state-of-the-art linear programming (LP), quadratic programming (QP), quadratically constrained programming (QCP), second order cone programming (SOCP), and nonlinear programming (NLP) solvers, including mixed-integer programming (MIP) extensions of each. The MIP solvers include shared memory parallelism, capable of simultaneously exploiting any number of processors and cores per processor. The Gurobi Optimizer also includes an Irreducible Infeasible Subsystem (IIS) tool for diagnosing model infeasibility and a performance-tuning tool for automatically identifying beneficial parameter changes. The Gurobi Optimizer is written in C and is accessible from several languages. We provide matrix-oriented interfaces for C, MATLAB, and R, and object-oriented interfaces for C++, Java, .NET, and Python.

### **OPTIONAL FUNCTIONALITY:**

Certain add-on features may be activated in the Gurobi Optimizer, including: (i) a Compute Server capability which provides client-server features, including job queuing, load balancing, and failover, and (ii) distributed parallel algorithms, including distributed MIP, distributed concurrent LP and MIP, and distributed tuning.

### **PLATFORMS:**

Supported Platforms are x86-64 Windows, x86-64 Linux, arm64 Linux, x86-64 macOS, and arm64 macOS. The Platform Table included in the documentation lists the specific supported Operating System and Compiler versions for that Product Release. Gurobi cannot provide Support for an Operating System or Compiler after its End of Support date.

### **DOCUMENTATION:**

The Gurobi Documentation includes the Getting Started, the Example Tour, the Optimizer Reference Manual, the Remote Services Manual, and the Instant Cloud Guide. All of them are available online at <https://docs.gurobi.com/>, in both HTML and PDF format.

## EXHIBIT B MAINTENANCE AND SUPPORT

**Maintenance Term.** Maintenance and Support, as described below, is included with subscription-based licenses. Otherwise, the Maintenance term for the Product shall commence on the Effective Date and shall continue for the Maintenance term length set forth on the Gurobi Order Form for the Product License ("**Maintenance Term**"). You are required to purchase at least three (3) years of Maintenance and Support with Your Product License purchase. The Maintenance Term shall not automatically renew. Gurobi may send You a proposed Order Form to renew the current Maintenance Term with updated pricing. Such new Order Form will take effect upon mutual written agreement of the parties. For the avoidance of doubt, Gurobi shall have no obligation to provide Maintenance and Support during any period between the end of a Subscription Product License and any subsequent renewal Order Form execution, or during any period in which Maintenance and Support has lapsed for a Perpetual Product License.

**Expiration and Non-Renewal of Maintenance.** If You do not renew your Maintenance and Support within thirty (30) calendar days of its expiration, it shall not be possible to renew or reinstate Maintenance and Support thereafter.

### MAINTENANCE AND SUPPORT DEFINITIONS:

**Major, Minor and Technical Product Releases**, collectively "**Releases**", are numbered 'a.b.c', where 'a' is a positive integer, and 'b', and 'c' are non-negative integers. 'a' is the number of a "**Major Release**", 'b' the number of a "**Minor Release**", and 'c' the number of a "**Technical Release**".

The "**End of Support**" date for each Gurobi Product Releases is three (3) years after the initial release of the corresponding Major Release. For example, Product Release 10.b.c will be supported for three (3) years after Major Release 10.0.0 has been published.

"**Actively Supported**" or "**Active Support**" refers to the Gurobi Product Release with the highest version number.

"**Supported**" means all other versions of the Product that are not Actively Supported and have not reached End of Support.

### Maintenance and Support includes the following:

- (1) Until the End of Support date of each Product Release, Gurobi shall make reasonable commercial efforts to correct, or devise workarounds for any Errors reported by You, and to provide such corrections or workarounds to You in a timely manner in accordance with the Service Levels set forth below.
- (2) Upon discovery of an Error, Gurobi personnel may ask You to submit Model Input Files and other necessary data in order to reproduce the Error and the operating conditions under which the Error occurred or was discovered. If You choose not to provide Model Input Files or other requested information, You understand and accept that Gurobi may be unable to fully investigate the Error and/or provide an Error Correction.
- (3) Support will be provided remotely by electronic communication during the business hours specified below.
- (4) During the Maintenance Term, You are entitled to all Upgrades of the licensed Product where that release occurs during this period.
- (5) During each Maintenance Term Your license may be transferred to a new machine or operating system up to three times free of charge. Additional transfers will be accompanied by a nominal charge. Licenses not covered by Maintenance and Support will incur a charge for a transfer or change in environment that requires the issuance of a new license.
- (6) WLS servers will only accept Supported and Actively Supported Product versions. If upgrading to a Supported or Actively Supported version is not reasonably possible before the used version reaches its End of Support date, Gurobi will cooperate with You to find a reasonable substitute license structure.
- (7) Gurobi publishes Upgrades based on Actively Supported Releases only.
- (8) Upgrades are provided at Gurobi's sole discretion, and Gurobi does not commit to creating new Product Releases on a preset schedule.

### Maintenance and Support Exceptions.

Maintenance and Support does not cover the following:

- (1) Any problem caused by modifications to any version of the Product not made or authorized by Gurobi
- (2) Errors in any versions of the Product after their End of Support date.
- (3) Use with a compiler not listed in the Platform Table, as indicated in the Release Notes
- (4) Use with an operating system not listed in the Platform Table, including alternate Linux distributions
- (5) Use of undocumented private APIs
- (6) Custom code beyond calls to the Gurobi APIs
- (7) Hardware modifications such as overclocking
- (8) General system administration tasks, such as managing file permissions and environment variables



(9) Use of third-party tools such as modeling layers, databases, application servers, integrated development environments, etc.

In these situations, Gurobi will try to help when possible, but assistance cannot be guaranteed.

Gurobi will not be responsible for delays caused by events or circumstances beyond its reasonable control.

**Use and Restrictions.** Your rights and obligations concerning the use of any Error Corrections or new Product Releases (or any other software code provided by Gurobi, regardless of its form or purpose) shall be governed by the License Agreement. Gurobi shall have sole and exclusive ownership of all right, title, and interest in and to such works (including ownership of all copyrights, patent rights, trade secret rights and other intellectual property rights pertaining thereto), subject only to the License Agreement. Unless otherwise agreed, You are entitled to use the Product only as authorized under the License Agreement.

**Service Levels.** The following table of “Service Levels” indicates response times after notification by You of a reproducible issue. To qualify for minimum response times, You must report the issue by submitting a request on our website at <https://support.gurobi.com/>. For each support request, a Gurobi representative will assign a service priority, according to this table.

Priority	Description	Examples	Initial Response Target
1 - Urgent	Production system completely blocked with no apparent workaround: one or more models cannot be solved in a production system.	License key failure for production system Segmentation fault for production system	Within 2 business hours
2 - High	Non-blocking issue for a production system: a malfunction of one or more Gurobi features on a production system, though a workaround is available.	Unexpected slow performance for a production system Failure with specific parameter values for production system	Within 8 business hours
3 - Important	Any issue with a non-production system: any malfunction of Gurobi features for a non-production system, or any requests for performance evaluation and tuning.	Any failure in a non-production environment Benchmark requests	By the end of the next business day
4 - Normal	All other questions.	“How-to” questions Product suggestions Questions involving topics in <i>Exceptions to the Service Levels</i>	Within 3 business days

**Service Level Exceptions.** Due to their complexity, questions on the following topics are considered Normal priority, regardless of whether they are blocking or whether they involve a production system:

- (1) Use of undocumented Gurobi parameters
- (2) Use of callback functions that modify the behavior of Gurobi algorithms
- (3) Models with severe numerical issues such as poor scaling or single-precision fractional coefficients

**Response Times.** As soon as Gurobi staff receives sufficient detail to isolate or reproduce the Error, Gurobi will assign it a case number and a priority level, and Gurobi staff will start an initial assessment. A response for the initial assessment will be given according to the Initial Response Target for that priority level. When the initial estimate is complete, Gurobi will give an estimated timeframe for resolution.

**Business Hours:**

9:00 AM – 5:00 PM Australian Eastern Time, Monday to Friday; closed on Australian (Melbourne) public holidays  
9:00 AM – 5:00 PM Central European Time, Monday to Friday; closed on German public holidays  
6:00 AM – 5:00 PM Pacific Time (USA), Monday to Friday; closed on US public holidays