Gurobi Product Licensing Policy

This Gurobi Product Licensing Policy (**"Product Licensing Policy"**) is a Published Policy that describes each license type under which Gurobi makes the Product available and the restrictions that apply to each. This Product Licensing Policy is incorporated into the Gurobi Master License Agreement (**"MLA"**), the Gurobi Online Terms of Service (**"Online Terms"**), and the Gurobi End-User License Agreement (**"EULA"**), as applicable. The MLA or the Online Terms, as applicable, is the **"Agreement"** between the parties. Capitalized terms not defined in this Product Licensing Policy have the meanings given in the Agreement. If this Product Licensing Policy conflicts with the Agreement, the Agreement controls. Each Order Form is governed by the version of this Product Licensing Policy in effect on the date of that Order Form, as provided in the Agreement. For Product Licenses under the Online Terms, references in this Product Licensing Policy to the Order Form mean the order confirmation issued through a third-party online marketplace or other online checkout on which Gurobi offers the Product or, for Product Licenses issued without charge, the License Credentials and any terms Gurobi specifies when issuing them.

1. Definitions.

1.1. **"Application-Specific License"** means a Product License, of any type set forth in Section 3 or Section 4, whose scope is restricted to the application identified on the Order Form (the "Named Application"). Any use of the Product outside the scope of the Named Application is prohibited.

1.2. **"Charged Hour"** means the invoiced uptime of a cloud machine under an Instant Cloud License, calculated as provided in the Cloud Supplement.

1.3. **"Customer"** means the Customer under the Agreement and, for purposes of the EULA, the organization on whose behalf an Authorized User uses the Product.

1.4. **"Non-Production License"** means a Product License, of any type set forth in Section 3 or Section 4, authorizing Customer to install, access, and use the Product solely for Non-Production Use.

1.5. **"Evaluation License"** means a Product License, of any type set forth in Section 3 or Section 4, permitting Customer to evaluate the Product, including through a proof of concept, solely to determine whether the Product is a technical fit for Customer's project and whether to acquire a commercial Product License.

1.6. **"Hosting"** has the meaning given in the EULA.

1.7. **"Instant Cloud License"** means a Product License of a type set forth in Section 4, under which the Product runs on cloud machines configured and managed by Gurobi through Gurobi Instant Cloud.

1.8. **"Networked License"** means any license under Sections 3.6, 3.7, or 3.8 and any Instant Cloud License.

1.9. **"Non-Production Use"** means any use that is not Production Use.

1.10. **"On-Prem License"** means a Product License of a type set forth in Section 3, under which Customer installs and runs the Product on hardware, virtual machines, or containers controlled by Customer, including Customer's own cloud computing accounts.

1.11. **"Production Use"** means any use of the Product, or of any output, result, or other data generated by the Product, whether used directly or indirectly and regardless of how many intermediate systems, models, or processes lie between that output and the activity, in connection with live business activities or the ordinary course of business. Production Use includes (i) processing production workloads, (ii) supporting business decision-making, (iii) providing services to internal users, customers, or third parties, and (iv) using such output, for example as input to a machine-learning model or other downstream system, in the ordinary course of business. Use is Production Use whether or not the Product itself operates in a development, test, staging, or other non-production setting.

2. General Provisions.

2.1. **Scope.** The Order Form identifies, for each Product License, the license type, quantity, use designation, term, and any applicable limits on machines, cores, threads, containers, tokens, Compute Servers, simultaneous uses, Authorized Users, or Named Application. Customer will not use the Product beyond those limits.

2.2. **Production and Non-Production Use.** Unless a Product License is a Non-Production License or an Evaluation License, Customer may use the Product License for Non-Production Use, Production Use, or both, sequentially or in parallel. Customer may use one Product License to develop an application and then use the same Product License to deploy that application, subject to the machine and usage limits of that Product License. Unless a Product License is an Application-Specific License, there is no limit on the number of applications Customer may use with that Product License.

2.3. Hosting. Hosting is prohibited except as permitted by Section 3(v) of the EULA. Any permitted Hosting must respect the limits of the Product License. For purposes of that exception, an application allows users to formulate and solve arbitrary optimization models if it allows any Authorized User or end user to formulate and solve arbitrary linear, quadratic, quadratically constrained, or nonlinear programming models, in either their continuous or mixed-integer forms.

2.4. Affiliates. Unless the Order Form states otherwise, each Product License is specific to the Customer identified on the Order Form and may not be shared with or used by any Affiliate, department, division, parent, subsidiary, or other entity under common control. An Affiliate that wishes to use the Product must obtain its own Product License unless the Order Form expressly extends Customer's Product License to that Affiliate, in which case Customer is responsible for that Affiliate's compliance with the Agreement.

2.5. Virtual Machines. Any On-Prem License that is locked to a physical machine may be used on a virtual machine, provided that only one instance of that virtual machine is active at a time.

2.6. Containers. To use the Product from within a container (for example, a Docker container), Customer's program must (i) use a Web License Service license under Section 3.6 or 3.7, (ii) be a client of a Web License Service Compute Server under Section 3.8, (iii) be a client of a Floating-Use license server under Section 3.4 or a Compute Server under Section 3.5 that is not running in a container, or (iv) be a client of an Instant Cloud License.

2.7. Distributed Optimization Add-On. The Distributed Optimization add-on may be added to a Product License under Sections 3.2 through 3.5 and enables the use of distributed algorithms, including distributed tuning, distributed concurrent optimization, and distributed MIP.

2.8. License Credentials and Web License Service. License Credentials are governed by the EULA. Where a Product License uses the Web License Service, Customer's systems must periodically connect to the Web License Service over the Internet to validate the Product License, as described in the Agreement and the On-Prem Supplement.

2.9. Excess Use. Any use beyond the scope of a Product License is unauthorized. Gurobi may verify compliance and require Customer to purchase any necessary Product Licenses as provided in the Agreement. This Section does not limit any other right or remedy available to Gurobi.

2.10. Term; No Perpetual Licenses. Each Product License is a subscription license for the term stated on the Order Form or, for a license under Section 5, the time limit stated in Section 5. Gurobi does not offer perpetual Product Licenses. Maintenance and Support for a perpetual license granted under a prior Gurobi agreement is governed by Section 2.3 of the Maintenance and Support Policy.

3. On-Prem Licenses.

3.1. Single-Use License. This license is locked to a particular physical machine and is restricted to a single simultaneous use. The license specifies the maximum number of threads that use may utilize.

3.2. Named-User License. This license is for one specific Authorized User, such as a software developer or analyst. Use of this license by anyone other than the named Authorized User is prohibited, and the license may not be used for a shared process, batch process, or background service. This license does not run on machines with more cores than specified by the license.

3.3. Unlimited-Use/Unlimited-User License. This license is locked to a particular physical machine. This license does not run on a machine with more cores than specified by the license.

3.4. Floating-Use License. This license runs on a single, specified local-area network of machines, where one particular machine acts as the license server. The Product may be installed and run on any machine on that network. This license specifies a limit on the number of simultaneous Gurobi processes that may run on that network, and each process may be limited to a specified number of threads.

3.5. Compute Server License. This license is locked to a particular physical machine, which acts as a server for an unlimited number of clients Gurobi processes running on other machines or containers. This license does not run on a machine with more cores than specified by the license.

3.6. Floating Compute Server License. This license runs on a single, specified local-area network of machines or containers, where one particular machine (not container) acts as the license server for Compute Servers, themselves acting as servers for client Gurobi processes. The number of uses on each Compute Server is unlimited. Each running Compute Server checks out enough tokens to cover its host's physical cores, rounded up to the next multiple of 8, and the license specifies a limit on the number of tokens.

3.7. Web License Service, Single-Use License. This license specifies a maximum number of simultaneous containers or machines, with one simultaneous use allowed on each. Each use may be limited to a specified number of threads. Uses are not restricted to any specific machine or container.

The Web License Service manages tokens associated with the license, and client processes must periodically connect to the Web License Service to check out tokens.

3.8. Web License Service, Unlimited-Use License. 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. The Web License Service manages tokens associated with the license, and client processes must periodically connect to the Web License Service to check out a token. This license does not run on machines with more cores than specified by the license.

3.9. Web License Service, Compute Server License. This license specifies a maximum number of simultaneously active Compute Servers, themselves acting as servers for an unlimited number of client Gurobi processes running on other machines or containers. The Compute Servers are not restricted to any specific machine or container. The Web License Service manages tokens associated with the license, and Compute Servers must periodically connect to the Web License Service to check out tokens. The total number of threads simultaneously utilized by any Compute Server may be limited.

4. Instant Cloud Licenses.

4.1. Cloud Supplement. Instant Cloud Licenses are further governed by the Cloud Supplement.

4.2. Starter Pack. Permits a proof of concept of Gurobi Instant Cloud within a defined perimeter of use, with the same functional capability as the Silver, Gold, and Platinum plans.

4.3. Silver Plan, Gold Plan, Platinum Plan. Permit a limited number of simultaneous machines and uses, each operating as a Compute Server, within a defined perimeter of use.

4.4. Reserved Plan. A flat-fee service plan for one specified machine on Amazon Web Services or Microsoft Azure, without an additional Usage Fee, permitting a limited number of simultaneous uses, each operating as a Compute Server, within a defined perimeter of use.

4.5. Perimeter of Use. Each Instant Cloud License may be used only within the perimeter of use stated on the Order Form, such as a specific application or group of users, and not elsewhere in Customer's organization. If the Order Form does not state a perimeter, the Instant Cloud License may be used only for the project or application for which Customer ordered it. Unless the Order Form states otherwise, each Instant Cloud License is granted to Customer and not to its Affiliates, as provided in Section 2.4.

5. Evaluation, Size-Limited, and Academic Licenses.

5.1. Evaluation Licenses. An Evaluation License is available for any license type in Section 3 or Section 4. Unless the Order Form states a different period, or Gurobi specifies a different period when it issues the License Credentials, each Evaluation License expires thirty (30) days after Gurobi issues the License Credentials. Use under an Evaluation License is limited to Non-Production Use in a test environment, and the Product may not be used for development purposes. Computational results obtained under an Evaluation License may be used only for evaluation, trial, and test purposes and not for any commercial purpose. Upon expiration of the evaluation period, Customer may not retain, directly or indirectly, any computational results generated by the Product, including through use of such results as input to other systems or as data for machine-learning purposes. Customer may not publish or disclose any benchmark results obtained under an Evaluation License.

5.2. Size-Limited Licenses. A Size-Limited License is a free license, expiring on the date specified in the License Credentials, for problems with at most two thousand (2,000) variables (two hundred (200) variables if the problem includes general function or nonlinear constraints) and two thousand (2,000) constraints. Use of a Size-Limited License is restricted to a single individual identified during installation and is limited to research, proof-of-concept, and evaluation. A Size-Limited License may not be used in any commercial application or for the development of any such commercial application.

5.3. Academic Licenses. Academic Licenses are restricted to research, teaching and learning, and all use for commercial purposes is prohibited. The license may not be used for operational or commercial activities, such as scheduling, planning or consulting. Customer and all Authorized Users must be faculty, staff, or students at a degree-granting academic institution. The following Academic Licenses are available:

5.3.1. Academic Named-User License. The scope of this license is the same as Section 3.2, except that (i) the license has 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.

5.3.2. Academic Web License Service License. The scope of this license is the same as Section 3.7, except that (i) the license must be periodically validated, at the interval Gurobi specifies, while connected to the Internet from a recognized academic domain, (ii) the license may be

renewed while Customer remains eligible, and (iii) the license is subject to the limits on concurrent sessions that Gurobi specifies in the License Credentials or the Product documentation.

5.3.3. Academic Floating-Use License. The scope of this license is the same as Section 3.4, with a limit of 4,096 simultaneous Gurobi processes on the machines of the specified network, and a time limit of one (1) year from the date of installation, renewable for additional one (1) year periods while Customer remains eligible.

5.3.4. Academic Benchmarking. Publication of benchmark results is governed by Section 5 of the EULA.

5.4. Maintenance and Support; Releases. Maintenance and Support, as defined in the Maintenance and Support Policy, is not provided for licenses under this Section 5. Academic License holders are entitled to receive Minor Releases and Technical Releases corresponding to their currently licensed Major Release and, while they remain eligible, may request new License Credentials to use a new Major Release. Gurobi does not automatically update an Academic License to a new Major Release.

5.5. No Warranty. Licenses under this Section 5 are provided "as is," without warranty, as provided in the Agreement.

6. Gurobi Optimizer Functionality and Platforms.

6.1. Base Functionality. The Gurobi Optimizer includes 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 using multiple processors and cores. The Gurobi Optimizer also includes an Irreducible Infeasible Subsystem (IIS) tool for diagnosing model infeasibility and a performance-tuning tool for identifying beneficial parameter changes. The Gurobi Optimizer is written in C and provides matrix-oriented interfaces for C, MATLAB, and R and object-oriented interfaces for C++, Java, .NET, and Python.

6.2. Optional Functionality. Certain add-on features may be activated, including (i) 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.

6.3. Platforms. Supported platforms are x86-64 Windows, x86-64 Linux, arm64 Linux, x86-64 macOS, and arm64 macOS. The Platform Table in the Product documentation lists the supported operating system and compiler versions for each Release. Gurobi does not provide Maintenance and Support, as defined in the Maintenance and Support Policy, for an operating system or compiler after its end-of-support date.

6.4. Documentation. The Product documentation includes the Getting Started guide, the Example Tour, the Optimizer Reference Manual, the Remote Services Manual, and the Instant Cloud Guide, available at https://docs.gurobi.com/.