Gurobi Data Processing Addendum

This Data Processing Addendum ("**DPA**") is a Published Policy that governs Gurobi's processing of Customer Personal Data. This DPA is incorporated into the Gurobi Master License Agreement ("**MLA**") and, to the extent applicable, the Gurobi Online Terms of Service ("**Online Terms**"). The MLA or the Online Terms, as applicable, is the "**Agreement**." Capitalized terms not defined in this DPA have the meanings given in the Agreement, the Product Licensing Policy, the Cloud Supplement, or the Security Addendum. If this DPA conflicts with the Agreement, the Agreement controls. Each Order Form is governed by the version of this DPA in effect on the date of that Order Form, as provided in the MLA.

1. Definitions.

1.1 "Customer Personal Data" means Personal Data that Gurobi processes on behalf of Customer in providing the Covered Services.

1.2 "Covered Services" means (i) Instant Cloud and (ii) Maintenance and Support, as defined in the Maintenance and Support Policy, to the extent Customer provides Model Input Files or other information containing Personal Data to Gurobi.

1.3 "Data Protection Laws" means all laws applicable to the processing of Customer Personal Data under the Agreement, including, as applicable, the EU General Data Protection Regulation 2016/679 ("GDPR"), the GDPR as incorporated into United Kingdom law and the UK Data Protection Act 2018 ("UK GDPR"), the Swiss Federal Act on Data Protection, the California Consumer Privacy Act as amended ("CCPA"), Japan's Act on the Protection of Personal Information ("APPI"), the Australian Privacy Act 1988, and the New Zealand Privacy Act 2020.

1.4 "Personal Data" means any information relating to an identified or identifiable natural person that is protected as personal data, personal information, or a similar term under Data Protection Laws.

1.5 "Security Incident" has the meaning given in the Security Addendum.

1.6 "Subprocessor" means any third party engaged by Gurobi to process Customer Personal Data.

The terms "controller," "processor," "data subject," "processing," and "supervisory authority" have the meanings given in the GDPR, and equivalent terms under other Data Protection Laws have corresponding meanings.

2. Scope and Roles.

2.1 Scope. This DPA applies only to Customer Personal Data processed in the Covered Services. Under an On-Prem License, the Product runs on Customer's infrastructure and Gurobi does not process Customer's optimization models or data, as described in the On-Prem Supplement. The Web License Service is license administration infrastructure and does not process Customer's optimization models, Model Input Files, or other Customer data. Accordingly, this DPA does not apply to On-Prem Licenses except to Personal Data that Customer provides to Gurobi in connection with Maintenance and Support.

2.2 Roles. Customer is the controller, or a processor acting on behalf of its controller, of Customer Personal Data. Gurobi is a processor, or a subprocessor, of Customer Personal Data.

2.3 Gurobi as Controller. Gurobi is an independent controller of Personal Data it processes to manage its relationship with Customer, including account, billing, License Credential, license validation, and contact information, and the technical and operational data described in the EULA. Gurobi processes that Personal Data in accordance with the Gurobi Privacy Policy available at https://www.gurobi.com/company/legal/privacy-policy. This DPA does not apply to that processing.

2.4 Minimization. Customer will not include Personal Data in Model Input Files or submit Personal Data to the Covered Services unless necessary for Customer's use of the Product.

3. Processing Instructions.

3.1 Instructions. Gurobi will process Customer Personal Data only on Customer's documented instructions, unless required by applicable law, in which case Gurobi will inform Customer of that requirement before processing where legally permitted. The Agreement, this DPA, and Customer's configuration and use of the Covered Services are Customer's complete instructions.

3.2 Customer Obligations. Customer is responsible for the lawfulness of its instructions and for providing any notices and obtaining any consents or other legal bases required for Gurobi's processing of Customer Personal Data under the Agreement.

3.3 Details of Processing. The subject matter, nature, purpose, duration, categories of data, and categories of data subjects are described in Schedule 1.

4. Confidentiality and Security.
4.1 Personnel. Gurobi will ensure that personnel authorized to process Customer Personal Data are bound by confidentiality obligations.
4.2 Security. Gurobi will implement the technical and organizational measures described in the Security Addendum.
4.3 Security Incidents. Gurobi will notify Customer of a Security Incident affecting Customer Personal Data within the period and in the manner provided in the Security Addendum and will provide information reasonably available to Gurobi to help Customer meet its own notification obligations under Data Protection Laws.

5. Subprocessors.
5.1 Authorization. Customer generally authorizes Gurobi to engage Subprocessors, including the Cloud Providers and Gurobi's Affiliates. The current list of Subprocessors is available at [subprocessor list URL].
5.2 Obligations. Gurobi will impose data protection obligations on each Subprocessor that are no less protective than those in this DPA, to the extent applicable to the services the Subprocessor provides. Gurobi remains responsible for each Subprocessor's performance of its obligations.
5.3 Changes. Gurobi will update the Subprocessor list at least thirty (30) days before a new Subprocessor begins processing Customer Personal Data. Customer may object on reasonable data protection grounds by written notice to legalnotices@gurobi.com within that period. If the parties cannot resolve the objection in good faith, Customer may terminate the affected Instant Cloud License by written notice, and Gurobi will refund any prepaid fees allocable to the remaining term of that license. This is Customer's sole remedy for an objection.

6. Data Subject Requests and Assistance.
6.1 Requests. Gurobi will promptly forward to Customer any request from a data subject relating to Customer Personal Data and will not respond except to direct the data subject to Customer, unless required by law.
6.2 Assistance. Taking into account the nature of the processing, Gurobi will provide reasonable assistance to Customer in responding to data subject requests, conducting data protection impact assessments, and consulting with supervisory authorities, to the extent Customer cannot do so using the Covered Services. Gurobi may charge reasonable fees for assistance beyond what is required by Data Protection Laws.

7. International Transfers.
7.1 Transfers. Gurobi may process Customer Personal Data in the United States, the European Union, Japan, Australia, and any other country where Gurobi, its Affiliates, or its Subprocessors operate, subject to this Section. For Instant Cloud, the Cloud Provider region in which Customer Data is processed is selected by Customer as provided in the Cloud Supplement.
7.2 Transfer Mechanisms. Where Data Protection Laws require a transfer mechanism, the regional terms in Schedule 2 apply.

8. Audits. Upon Customer's written request, no more than once in any twelve (12) month period, Gurobi will make available information reasonably necessary to demonstrate its compliance with this DPA, including the security information described in the Security Addendum. If Data Protection Laws require an audit beyond that information, Gurobi will permit an audit by Customer or an independent auditor bound by confidentiality, at Customer's expense, upon at least thirty (30) days' prior written notice, during normal business hours, and in a manner that does not unreasonably disrupt Gurobi's operations or compromise the confidentiality of other customers' data. Information obtained in an audit is Gurobi's Confidential Information.

9. Return and Deletion. Upon expiration or termination of the Covered Services, Gurobi will delete Customer Personal Data as provided in the Cloud Supplement and the Agreement, unless applicable law requires retention.

10. Liability. Each party's liability arising out of or relating to this DPA, including under the Standard Contractual Clauses, is subject to the general limitations of liability in the Agreement, to the extent permitted by Data Protection Laws. A breach of this DPA is not a breach of the confidentiality provisions of the Agreement for purposes of any increased liability cap that applies to breaches of confidentiality.

Schedule 1: Details of Processing

Subject matter and nature: Provision of the Covered Services, including executing optimization jobs in Instant Cloud and reproducing and correcting Errors under Maintenance and Support.

Purpose: To provide the Covered Services to Customer under the Agreement.

Duration: The term of the applicable Product License, plus the deletion period in the Cloud Supplement.

Categories of data subjects: Determined by Customer. May include Customer's employees, contractors, customers, and other individuals whose Personal Data Customer includes in Customer Data.

Categories of Personal Data**: Determined by Customer. Customer will not submit special categories of Personal** Data, or Personal Data relating to criminal convictions, unless agreed in writing.

Schedule 2: Regional Terms

Part A: European Economic Area and Switzerland. Where Customer Personal Data subject to the GDPR or the Swiss Federal Act on Data Protection is transferred to a country that has not received an adequacy decision, the parties agree to the Standard Contractual Clauses approved by European Commission Implementing Decision (EU) 2021/914 (the "SCCs"), which are incorporated by reference, as follows: (i) Module Two (controller to processor) applies where Customer is a controller, and Module Three (processor to processor) applies where Customer is a processor; (ii) Clause 7 (docking clause) applies; (iii) Option 2 (general authorization) applies under Clause 9, with the notice period in Section 5.3; (iv) the optional language in Clause 11 does not apply; (v) Clauses 17 and 18 are governed by the law of, and disputes are resolved in the courts of, Germany; and (vi) Annexes I and II are completed by Schedule 1 and the Security Addendum. For transfers subject to Swiss law, references to the GDPR are references to the Swiss Federal Act on Data Protection, and the competent supervisory authority is the Swiss Federal Data Protection and Information Commissioner.

Part B: United Kingdom. For transfers of Customer Personal Data subject to the UK GDPR, the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses issued by the UK Information Commissioner applies and is incorporated by reference, with Tables 1 through 3 completed by this DPA and Table 4 selecting that neither party may end the addendum.

Part C: United States. To the extent the CCPA applies, Gurobi is a service provider and will not (i) sell or share Customer Personal Data, (ii) retain, use, or disclose Customer Personal Data for any purpose other than performing the Covered Services or as otherwise permitted by the CCPA, (iii) retain, use, or disclose Customer Personal Data outside the direct business relationship between the parties, or (iv) combine Customer Personal Data with Personal Data it receives from other sources, except as permitted by the CCPA. Gurobi will notify Customer if it determines it can no longer meet its obligations under the CCPA.

Part D: Japan. To the extent the APPI applies, Gurobi will process Customer Personal Data as an entrusted party, will supervise its personnel and Subprocessors as required by the APPI, and will provide information reasonably requested by Customer regarding the processing of Customer Personal Data outside Japan.

Part E: Australia and New Zealand. To the extent the Australian Privacy Act 1988 or the New Zealand Privacy Act 2020 applies, Gurobi will handle Customer Personal Data in a manner consistent with the Australian Privacy Principles or New Zealand Information Privacy Principles, as applicable, to the extent applicable to Gurobi's role as a service provider.