Gurobi Online Terms of Service

These Gurobi Online Terms of Service (the "Online Terms") are between the Gurobi entity identified in Section 14 ("Gurobi") and the entity or individual that accepts them ("Customer"). These Online Terms govern free, academic, and evaluation Product Licenses and Product Licenses purchased through Gurobi's online checkout or the marketplace. Customer accepts these Online Terms by clicking to accept them, by completing an online purchase, or by installing, accessing, or using the Product under a Product License to which these Online Terms apply. If an individual accepts these Online Terms on behalf of an organization, the individual represents that they have authority to bind that organization, and "Customer" means that organization. These Online Terms do not apply to Product Licenses purchased under an Order Form, which are governed by the Gurobi Master License Agreement (the "MLA").

1. Definitions. Capitalized terms not defined in these Online Terms have the meanings given in the EULA or the applicable Published Policies.

1.1. "Affiliate" means an entity that directly or indirectly controls, is controlled by, or is under common control with a party. "Control" means ownership of 50% or more of the voting securities of an entity.

1.2. "Authorized User" means an individual employed by or contracted to Customer who is permitted by Customer to access and use the Product under a Product License. Where Customer is an individual, Customer is the sole Authorized User.

1.3. "Confidential Information" means any non-public information disclosed by one party to the other, orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and circumstances of disclosure. Confidential Information does not include information that (i) is or becomes publicly available through no fault of the receiving party, (ii) was known to the receiving party without restriction before disclosure, (iii) is independently developed by the receiving party without use of the disclosing party's Confidential Information, or (iv) is rightfully received from a third party without restriction.

1.4. "Error" means any reported and reproducible failure of the Product to perform substantially in accordance with its published documentation.

1.5. "Error Correction" means either (i) a modification or addition that, when made or added to the Product, brings the Product into material conformity with its published documentation, or (ii) a procedure or routine that, when observed in the regular operation of the Product, avoids the practical adverse effect of such nonconformity.

1.6. "EULA" means the Gurobi End-User License Agreement, a click-through agreement accepted by each Authorized User, available at gurobi.com/legal.

1.7. "Product Licensing Policy" means the Gurobi Product Licensing Policy document available at gurobi.com/legal, which defines each license type and its applicable restrictions.

1.8. "License Credentials" means any license key, activation code, Web License Service credential, token, password, certificate, or other mechanism supplied by Gurobi that enables access to or use of the Product.

1.9. "Model Input Files" means any MPS, LP, API recording, or other model input files that may be used as input to the Product.

1.10. "Product" means the software and related services made available by Gurobi under a Product License, including the Gurobi Optimizer, Compute Server, Web License Service, and Instant Cloud, together with all upgrades and documentation, as further described in the Product Licensing Policy.

1.11. "Product License" means a license to use the Product of a type described in the Product Licensing Policy, as selected at checkout or otherwise issued by Gurobi under these Online Terms.

1.12. "Published Policies" means the Gurobi policies published at gurobi.com/legal that apply to Customer's Product License, which may include Product Licensing Policy Maintenance and Support Policy, the On-Prem Supplement, the Cloud Supplement, the Acceptable Use Policy, the Security Addendum, the Data Processing Addendum, and any applicable Country-Specific Terms. Gurobi Intelligence and any other AI-powered services offered by Gurobi are governed by the Gurobi Intelligence Hub Terms of Service and are not covered by these Online Terms.

2. Ownership. Gurobi retains all right, title, and interest in the Product and all associated intellectual property rights. Customer retains all right, title, and interest in its data, content, and Model Input Files. Neither party acquires any rights in the other party's intellectual property except as expressly granted in these Online Terms, the EULA, and the applicable Published Policies. Neither party will use the other party's name, logo, or trademarks without the other party's prior written consent. If Customer or its Authorized Users provide suggestions, ideas, or other feedback regarding the Product ("Feedback"), Gurobi may use such Feedback without restriction or obligation, and such Feedback is not Customer's Confidential Information.

3. License and Use.

3.1. License Grant. Gurobi grants Customer a non-exclusive, non-transferable, non-sublicensable license to use the Product in accordance with these Online Terms, the EULA, and the applicable Published Policies. The type, scope, and term of each Product License are determined by the Product Licensing Policy and, for purchased Product Licenses, the checkout confirmation.

3.2. Web License Service. Where a Product License requires the use of the Web License Service, Customer's systems must maintain an Internet connection for license validation. The Web License Service is license administration infrastructure that validates Product Licenses and manages License Credentials over the Internet. It does not host, process, or store Customer's optimization models, Model Input Files, or other Customer data. All computation and data processing occur locally on Customer's own infrastructure.

3.3. Authorized Users. Customer may exercise its rights through Authorized Users, provided that all Authorized Users comply with the EULA and Customer's obligations under these Online Terms. Any breach of these Online Terms or the EULA by an Authorized User will be deemed a breach by Customer. Each Authorized User must accept the EULA before accessing or using the Product.

3.4. Use Limitations. The Product is not designed or intended for use in environments requiring fail-safe performance or in which failure of the Product could lead directly to death, personal injury, or severe physical or environmental damage. Without limiting the foregoing, Customer will not use the Product in connection with the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, weapons systems, direct life support systems, or any similarly critical application. Customer assumes all risk and liability arising from any such use.

3.5. Academic, Evaluation, and Size-Limited Licenses. Academic, Evaluation, and Size-Limited Licenses are subject to the eligibility requirements, restrictions, and time limits in the Product Licensing Policy, including the prohibition on commercial use and Production Use where applicable.

4. Fees and Payment.

4.1. Free Licenses. No fees are payable for Academic, Evaluation, or Size-Limited Licenses.

4.2. Purchased Licenses. For Product Licenses purchased through Gurobi's online checkout, Customer will pay the fees shown at checkout using a payment method accepted at checkout. Customer authorizes Gurobi and its payment processor to charge that payment method for all fees. Product Licenses purchased through online checkout do not automatically renew, and any renewal requires a new purchase. Fees are non-refundable except as expressly provided in these Online Terms or required by law.

4.3. Taxes. All fees are exclusive of taxes. Customer is responsible for all taxes, levies, duties, and similar governmental charges arising from these Online Terms other than taxes based on Gurobi's net income, and Gurobi may collect applicable taxes at checkout.

4.4. Suspension. If fees are not paid when due, Gurobi may suspend the affected Product License by deactivating or declining to issue applicable License Credentials.

5. Maintenance and Support. Maintenance and Support, as defined in the Maintenance and Support Policy, is not provided for Academic, Evaluation, or Size-Limited Licenses. For purchased Product Licenses, Maintenance and Support is provided as described in the Maintenance and Support Policy to the extent stated at checkout.

6. Confidentiality.

6.1. Confidentiality. The receiving party will use commercially reasonable care (no less than the care it uses for its own confidential information of similar nature) to protect Confidential Information and will not use or disclose it except as necessary to perform under these Online Terms. The receiving party may disclose Confidential Information to its employees, contractors, and Affiliates with a need to know, provided they are bound by confidentiality obligations at least as protective as this Section. The receiving party may disclose Confidential Information if required by law, provided it gives prompt notice (where legally permitted) and cooperates with efforts to obtain protective treatment. Data security and breach notification obligations applicable to hosted Product deployments are set forth in the Security Addendum.

6.2. Model Input Files. Any Model Input Files provided to Gurobi by or on behalf of Customer are Customer's Confidential Information. Notwithstanding the foregoing, Customer grants Gurobi a limited right to place Model Input Files in the Gurobi model library and use them for (i) testing, benchmarking, and determining solution times for the Product, (ii) support, reproducing Errors reported by Customer, and developing Error Corrections, and (iii) improving the ability of the Product to solve optimization problems. Gurobi may copy, download, and run Model Input Files for these purposes. Any resulting modifications or

improvements to the Product are the sole property of Gurobi. Use of Model Input Files for any purpose other than those described in this paragraph, whether internal or external, requires Customer's prior written consent. Model Input Files will not be used to train large language models. Gurobi will delete Model Input Files from its model library upon receiving a written request from Customer.

6.3. Usage Information. Gurobi may collect and retain information derived from Model Input Files and from the process of solving Customer's optimization problems, including but not limited to number and types of variables and constraints, range of values, parameters and Product features used, and time to solve ("Usage Information"). Usage Information does not contain Customer's proprietary data or the substance of Customer's optimization models. Usage Information is not Customer's Confidential Information and Gurobi may use it without restriction for product development, improvement, and benchmarking purposes.

7. Warranties.

7.1. Free Licenses. ACADEMIC, EVALUATION, AND SIZE-LIMITED LICENSES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND.

7.2. Purchased Licenses. For purchased Product Licenses, Gurobi warrants that for sixty (60) days after the purchase date, the Product will perform substantially in accordance with its published documentation. As Customer's sole and exclusive remedy for any breach of this warranty, Gurobi will use commercially reasonable efforts to correct any material defect, or if unable to do so after a reasonable opportunity, refund the fees paid for the affected Product License.

7.3. Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THESE ONLINE TERMS, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GUROBI MAKES NO WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

8. Limitation of Liability.

GUROBI'S TOTAL CUMULATIVE LIABILITY TO CUSTOMER FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THESE ONLINE TERMS, REGARDLESS OF THE FORM OF ACTION, WILL NOT EXCEED THE GREATER OF (I) THE TOTAL FEES PAID BY CUSTOMER TO GUROBI DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY OR (II) ONE HUNDRED U.S. DOLLARS (USD 100). IN NO EVENT WILL GUROBI BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, OR COST OF SUBSTITUTE GOODS OR SERVICES, EVEN IF GUROBI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS IN THIS SECTION APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES AND WILL APPLY EVEN IF ANY REMEDY IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. NOTHING IN THESE ONLINE TERMS LIMITS ANY LIABILITY OR RIGHT THAT CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW, INCLUDING CONSUMER PROTECTION LAW. APPLICABLE COUNTRY-SPECIFIC TERMS MAY MODIFY THIS SECTION.

9. Indemnification.

9.1. Customer Indemnity. Customer will defend, indemnify, and hold Gurobi harmless against any third-party claim arising from (i) Customer's data, content, or Model Input Files, (ii) Customer's use of the Product in or in connection with any application, system, service, or process developed, operated, or provided by or on behalf of Customer, or (iii) Customer's use of the Product in any environment or for any purpose for which the Product is not designed or intended, including any use prohibited by the EULA. Customer will pay all damages finally awarded or agreed in settlement, provided that Gurobi promptly notifies Customer of the claim and provides reasonable cooperation at Customer's expense.

9.2. No Gurobi Indemnity. Gurobi provides no indemnity under these Online Terms.

9.3. Consumers. Section 9.1 does not apply to an individual Customer acting as a consumer to the extent prohibited by applicable law.

10. Term and Termination.

10.1. Term. These Online Terms remain in effect while Customer holds any Product License under them.

10.2. Termination. Either party may terminate these Online Terms upon thirty (30) days' written notice if the other party materially breaches and fails to cure within that period. Gurobi may terminate any Academic, Evaluation, or Size-Limited License at any time upon notice. Customer may stop using a free Product License at any time.

10.3. Effect. Upon termination or expiration of a Product License, Customer will cause all Authorized Users to cease use of the Product under that Product License and destroy all copies. Sections 1, 2, 4 (with respect to accrued payment obligations), 6, 7.3, 8, 9, 11, 12, 13, 14, and 16, and any other provision that by its nature or

express terms is intended to survive, will survive any termination or expiration of these Online Terms.

11. Audit. Gurobi may verify Customer's compliance with these Online Terms and its Product Licenses as provided in the EULA.

12. Compliance With Applicable Laws. Customer will comply with all applicable export control and economic sanctions laws and regulations in connection with its use of the Product, including those of the United States and any other applicable jurisdiction, and will comply with the export provisions of the EULA. Customer represents that neither it nor any of its Affiliates, nor any person who owns or controls it, is the subject or target of any sanctions administered by the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Department of State, the United Nations Security Council, the European Union, or the United Kingdom. Each party will comply with all applicable anti-corruption laws.

13. Governing Law and Dispute Resolution. These Online Terms are governed by the laws identified for Customer's domicile in the Entity Table in the MLA, without regard to conflict of laws principles, and disputes will be resolved in the forum specified for Customer's domicile in the MLA, which is incorporated by reference for this purpose only. The United Nations Convention on the International Sale of Goods and the Uniform Computer Information Transactions Act do not apply. Either party may seek injunctive relief from a court of competent jurisdiction to protect its Confidential Information or intellectual property rights. Nothing in this Section deprives an individual Customer acting as a consumer of the protection of mandatory consumer law or the right to bring proceedings in their place of residence.

14. Gurobi Entity. The Gurobi contracting entity is determined by Customer's domicile as set forth in the Entity Table in the MLA. If Customer is domiciled in a jurisdiction for which Gurobi publishes Country-Specific Terms at gurobi.com/legal, those terms are incorporated into and form part of these Online Terms.

15. Notices. Gurobi may give notice to Customer by email to the address associated with Customer's account or Product License. Customer may give notice to Gurobi by email to legalnotices@gurobi.com. Notices are effective upon receipt.

16. General.

16.1. Updates. Gurobi may update these Online Terms by posting a revised version at gurobi.com/legal. The updated version becomes effective thirty (30) days after posting. Customer's continued access to or use of the Product on or after the effective date of an updated version constitutes Customer's acceptance of that version. If Customer does not agree to an updated version, Customer's sole remedy is to cease accessing and using the Product before the effective date.

16.2. Assignment. Customer may not assign these Online Terms without Gurobi's prior written consent. Gurobi may assign these Online Terms in connection with a merger, acquisition, or sale of all or substantially all of its assets.

16.3. Entire Agreement. These Online Terms, together with the EULA and the applicable Published Policies, constitute the entire agreement between the parties regarding their subject matter. In the event of a conflict, the following order of precedence applies (highest to lowest): (i) Country-Specific Terms, (ii) these Online Terms, (iii) Published Policies, and (iv) the EULA. These Online Terms are written in English, and the English version controls over any translation except where prohibited by applicable local law.

16.4. Miscellaneous. If any provision of these Online Terms is found unenforceable, the remainder continues in full force and effect. The non-enforcement or waiver of any provision on one occasion will not constitute a waiver on any other occasion. Neither party will be liable for delays or failures in performance resulting from causes beyond its reasonable control. The parties are independent contractors.