Gurobi Country Specific Terms

These Country-Specific Terms are a Published Policy that modify the Gurobi Master License Agreement ("**MLA**") and the Gurobi Online Terms of Service ("**Online Terms**") for Customers domiciled in the jurisdictions listed below. The MLA or the Online Terms, as applicable, is the "**Agreement**." Capitalized terms not defined in these Country-Specific Terms have the meanings given in the Agreement. As provided in the Agreement, these Country-Specific Terms prevail over the Agreement to the extent of any conflict for Customers domiciled in the applicable jurisdiction. Each Order Form is governed by the version of these Country-Specific Terms in effect on the date of that Order Form, as provided in the MLA.

Part 1: Germany, European Union, European Economic Area, and Switzerland

1.1 Application. Sections 1.2 through 1.7 and Section 1.10 apply where the Gurobi contracting entity is Gurobi GmbH, which under the Entity Table includes all Customers domiciled in Germany, the European Union, the European Economic Area, or Switzerland. Section 1.8 applies to all Customers domiciled in the European Union or European Economic Area.

1.2 Venue. The venue identified in the Entity Table for this Part is Frankfurt.

1.3 Specific Works. Gurobi is not obligated to create any specific works for Customer. The Agreement is a license for standard software and is not a contract for work and services (Werkvertrag).

1.4 Limitation of Liability. The limitation of liability in the Agreement does not apply and is replaced with the following:

1.4.1 Gurobi is liable without limitation for (a) damages caused intentionally or by gross negligence, (b) culpably caused injury to life, body, or health, (c) liability under the German Product Liability Act (Produkthaftungsgesetz) or other mandatory statutory liability, and (d) damages covered by a guarantee Gurobi has expressly assumed.

1.4.2 For damages caused by slight negligence, Gurobi is liable only for breach of a material contractual obligation, meaning an obligation whose fulfillment is essential to the proper performance of the Agreement and on whose fulfillment Customer may regularly rely. In that case, Gurobi's liability is limited to the foreseeable damages typical for this type of contract.

1.4.3 Gurobi is not liable for the slightly negligent breach of non-material contractual obligations or of any other applicable duty of care.

1.4.4 This Section applies accordingly to Gurobi's liability for futile expenses (vergebliche Aufwendungen).

1.4.5 Customer will take adequate measures to avert and reduce damages, including maintaining appropriate backups of its data.

1.5 Warranty. Where German law applies, Gurobi will maintain the Product in substantial conformity with the Product documentation during the subscription term of each paid Product License, and the statutory provisions on defects apply as modified by this Section. Customer will report defects promptly and provide the information and reasonable assistance Gurobi needs to reproduce them. Gurobi may cure a defect by providing an Error Correction, a reasonable workaround, or a new Release. Customer may deduct a fee reduction from amounts due only for claims that are undisputed or finally adjudicated, but this does not limit Customer's right to recover any overpayment. Gurobi's strict liability for defects existing when the Product License is granted (Section 536a(1), first alternative, BGB) is excluded; liability for defects Gurobi is responsible for remains subject to Section 1.4. Claims for damages and reimbursement of expenses based on defects become time-barred one (1) year after the statutory limitation period begins, except for claims under Section 1.4.1. This limitation period does not apply to Customer's claim that Gurobi maintain the Product in conformity during the subscription term. Academic, Evaluation, and Size-Limited Licenses are provided free of charge, and Gurobi's liability for them is limited to intent and gross negligence to the extent permitted by applicable law, except for liability under Section 1.4.1(b) and (c).

1.6 Indemnification. Customer's indemnification obligations under the Agreement apply only to the extent Customer is responsible, intentionally or negligently, for the circumstances giving rise to the claim. Gurobi's

indemnification obligations under the Agreement are not affected by this Section.

1.7 Data Protection. The Data Processing Addendum, including the Standard Contractual Clauses where applicable, governs Gurobi's processing of Customer Personal Data.

1.8 EU Regulatory Matters.
1.8.1 Cyber Resilience Act. To the extent Regulation (EU) 2024/2847 applies to the Product, Gurobi will comply with its obligations as manufacturer, including reporting actively exploited vulnerabilities and severe incidents as that Regulation requires. Gurobi will make security updates available free of charge for the support period Gurobi determines under that Regulation and publishes in the Product documentation, separately from functionality updates where technically feasible. Security updates do not entitle Customer to functionality updates or Releases outside its Maintenance Term.

1.8.2 Digital Operational Resilience Act. Instant Cloud, the Web License Service, and Maintenance and Support, as defined in the Maintenance and Support Policy, may constitute ICT services under Regulation (EU) 2022/2554. Where Customer is a financial entity subject to that Regulation, Gurobi will, on request, enter into a DORA addendum addressing Article 30(2) of that Regulation and, where Customer reasonably determines that the Product supports a critical or important function, Article 30(3). The addendum will be documented in Additional Terms on the applicable Order Form.

1.8.3 EU Data Act. To the extent Instant Cloud is a data processing service under Regulation (EU) 2023/2854, Customer may switch to another provider or to its own infrastructure, and export its Customer Data, in accordance with Chapter VI of that Regulation, including its notice and transition periods. Gurobi will provide reasonable assistance during the transition period and, from 12 January 2027, will not impose switching or data egress charges. On-Prem Licenses and the Web License Service are not offered as data processing services.

1.8.4 Artificial Intelligence Act. The Product is mathematical optimization software and is not offered by Gurobi as an AI system or general-purpose AI model under Regulation (EU) 2024/1689, as amended by Regulation (EU) 2026/1744. Customer is responsible for determining whether any application, system, or process it develops using the Product is subject to that Regulation and for complying with any obligations that apply to Customer as provider or deployer.

1.8.5 Product Liability. Nothing in the Agreement limits or excludes liability to an injured person under national laws implementing Directive (EU) 2024/2853, to the extent that liability cannot be limited or excluded.

1.8.6 Supply Chain Security. Where Customer is an essential or important entity under Directive (EU) 2022/2555, Gurobi will provide information reasonably requested about the security of the Product and its development practices, as provided in the Security Addendum. Additional supply-chain security commitments require Additional Terms.

1.8.7 Statutory Software Rights. Nothing in the Agreement or the EULA restricts any right of Customer or its Authorized Users that cannot be excluded by contract under national laws implementing Directive 2009/24/EC, including the rights to make a backup copy, to observe, study, or test the functioning of the Product, and to decompile the Product to the extent necessary to achieve interoperability, as provided in Sections 69d(2), 69d(3), and 69e of the German Copyright Act (Urheberrechtsgesetz). This Section does not permit the publication of benchmark results except as provided in the EULA.

1.9 Luxembourg. For Customers domiciled in Luxembourg, provisions of the Agreement that are expressly stated to survive termination will not survive indefinitely but survive for thirty (30) years.

1.10 Set-Off, Interest, and Form. Any restriction in the Agreement or an Order Form on Customer's right to set off or withhold payment does not apply to counterclaims that are undisputed, finally adjudicated, or ready for decision, or that arise from the same Order Form. Interest on late payments accrues at the statutory rate under Section 288(2) BGB. Individual agreements between the parties take precedence over the Agreement as provided in Section 305b BGB, notwithstanding any requirement in the Agreement that amendments be made in writing.

Part 2: United Kingdom

2.1 Application. This Part applies to Customers domiciled in the United Kingdom.

2.2 Liability. Nothing in the Agreement limits or excludes liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, or for any other liability that cannot be limited or excluded under the laws of England and Wales.

2.3 Data Protection. Part B of Schedule 2 to the Data Processing Addendum applies to restricted transfers of Customer Personal Data.

2.4 Third-Party Rights. A person who is not a party to the Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.

2.5 Regulated Customers. Where Customer is subject to outsourcing or operational resilience requirements of the Prudential Regulation Authority or Financial Conduct Authority, or to obligations under the Financial Services and Markets Act 2023 relating to critical third parties, the parties will document any contractual provisions those requirements make mandatory in Additional Terms on the applicable Order Form.

Part 3: Japan

3.1 Application. This Part applies to Customers domiciled in Japan, where the Gurobi contracting entity is Gurobi Japan Co., Ltd.

3.2 Venue. The Tokyo District Court has exclusive jurisdiction of first instance over disputes arising out of or relating to the Agreement.

3.3 Consumption Tax. Fees are exclusive of Japanese consumption tax, which Customer will pay in addition to the fees where applicable.

3.4 Liability. The limitations of liability in the Agreement do not apply to damages caused by Gurobi's intentional misconduct or gross negligence, to the extent required by Japanese law.

3.5 Anti-Social Forces. Each party represents that neither it nor its officers are members of, or have relationships with, anti-social forces (hanshakai seiryoku), and either party may terminate the Agreement immediately upon notice if the other party breaches this representation.

3.6 Withholding. Any withholding tax on payments to Gurobi is governed by the tax provisions of the applicable Order Form and, where the Order Form is silent, the MLA.

3.7 Standard Terms. The Agreement and the Published Policies are standard terms (teikei yakkan) under Article 548-2 of the Civil Code. Gurobi will amend them only as permitted by Article 548-4, and will post notice of the amendment, its content, and its effective date at gurobi.com/legal before it takes effect.

3.8 Anti-Social Forces. Each party represents that neither it nor any of its officers or directors is an anti-social force as defined in Gurobi's Declaration and Basic Policy on Severing Relationships with Anti-Social Forces available at gurobi.com/legal, and either party may terminate the Agreement immediately on written notice if this representation is or becomes untrue.

Part 4: Australia and New Zealand

4.1 Application. This Part applies to Customers domiciled in Australia or New Zealand, where the Gurobi contracting entity is Gurobi Australia GmbH.

4.2 Non-Excludable Rights. Nothing in the Agreement excludes, restricts, or modifies any consumer guarantee, right, or remedy under the Australian Consumer Law or the New Zealand Consumer Guarantees Act 1993 that cannot lawfully be excluded, restricted, or modified. Where Gurobi is permitted to limit its liability for breach of a non-excludable guarantee, its liability is limited, at Gurobi's option, to resupplying the Product or paying the cost of resupply.

4.3 Business Purposes. Customer acknowledges that it acquires the Product for business purposes, and, for

New Zealand Customers, the parties agree that the Consumer Guarantees Act 1993 and sections 9, 12A, 13, and 14(1) of the Fair Trading Act 1986 do not apply, to the extent permitted by section 43 of the Consumer Guarantees Act 1993 and section 5D of the Fair Trading Act 1986.

4.4 GST. Fees are exclusive of goods and services tax, which Customer will pay in addition to the fees where applicable.

4.5 Withholding. Any withholding tax on payments to Gurobi is governed by the tax provisions of the applicable Order Form and, where the Order Form is silent, the MLA.

4.6 Small Business Customers. If the Agreement is a small business contract under the Australian Consumer Law or a small trade contract under the Fair Trading Act 1986, then (i) if Gurobi updates the Agreement or a Published Policy in a manner materially adverse to Customer during a paid term, Customer may terminate the affected Product License by notice before the update takes effect and receive a pro rata refund of prepaid fees for the remaining term, and (ii) any term that is unfair under those laws is unenforceable only to the extent of the unfairness.

4.7 APRA-Regulated Customers. Where Customer is regulated by the Australian Prudential Regulation Authority and the Product is a material service under Prudential Standard CPS 230, the parties will document the provisions CPS 230 requires in Additional Terms on the applicable Order Form.