Gurobi Acceptable Use Policy

This Acceptable Use Policy ("**Policy**") is a Published Policy that describes prohibited uses of the Product. This Policy is incorporated into the Gurobi Master License Agreement ("**MLA**") and 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 Policy have the meanings given in the Agreement, the Gurobi End-User License Agreement ("**EULA**"), the Product Licensing Policy, or the Cloud Supplement. This Policy supplements, and does not limit, the use restrictions in the Agreement and the EULA. If this Policy conflicts with the Agreement, the Agreement controls. Each Order Form is governed by the version of this Policy in effect on the date of that Order Form, as provided in the MLA.

1. License Restrictions. Customer will not, and will not permit any Authorized User or third party to, (i) use the Product beyond the scope of its Product License or the Product Licensing Policy; (ii) engage in Hosting, except as permitted by the EULA and the Product Licensing Policy; (iii) share a Product License with any Affiliate or other entity, except as permitted by the Product Licensing Policy or the applicable Order Form; (iv) disclose or share License Credentials except as permitted by the EULA; (v) circumvent, disable, or interfere with any license validation, metering, or usage limit of the Product, including by altering or spoofing machine identifiers, License Credentials, or Web License Service tokens; (vi) reverse assemble, reverse compile, translate, or reverse engineer the Product; or (vii) publish benchmark results except as permitted by the EULA.

2. High-Risk Use. Customer will not use the Product in any environment requiring fail-safe performance or in any application in which failure of the Product could lead directly to death, personal injury, or severe physical or environmental damage, including the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, weapons systems, or direct life support systems, as provided in the MLA and the EULA.

3. Unlawful Use. Customer will not use the Product (i) in violation of applicable law, including export control, sanctions, and anti-corruption laws, as provided in the Agreement and the EULA; (ii) in connection with the design, development, production, or use of nuclear, chemical, or biological weapons or missile technology; or (iii) to infringe, misappropriate, or violate the intellectual property or other rights of any third party.

4. Instant Cloud. In connection with Instant Cloud, Customer will not (i) use cloud machines for any purpose other than running the Product, including cryptocurrency mining, password cracking, or general-purpose computing; (ii) attempt to gain unauthorized access to Instant Cloud, the Cloud Provider infrastructure, or any other customer's data or environment; (iii) probe, scan, or test the vulnerability of Instant Cloud without Gurobi's prior written consent; (iv) introduce malware or other harmful code; (v) interfere with or disrupt the integrity or performance of Instant Cloud, including through denial-of-service attacks; (vi) use Instant Cloud to store or transmit unlawful material or material that infringes third-party rights; or (vii) violate the acceptable use policies of the Cloud Providers that apply to Gurobi's use of their infrastructure.

5. Web License Service. Customer will not (i) make automated requests to the Web License Service beyond those generated by the Product in normal operation, (ii) attempt to access Web License Service accounts other than its own, or (iii) use the Web License Service other than to validate its own Product Licenses.

6. Reporting. Customer will promptly notify Gurobi at legalnotices@gurobi.com upon becoming aware of any violation of this Policy by an Authorized User or third party using Customer's Product License or License Credentials.

7. Enforcement. A violation of this Policy is a breach of the Agreement. In addition to its rights under the Agreement, Gurobi may suspend access to Instant Cloud as provided in the Cloud Supplement, and may suspend, revoke, or replace License Credentials as provided in the EULA. Gurobi may investigate suspected violations and cooperate with law enforcement authorities.