Gurobi Cloud Supplement

This Cloud Supplement (**"Supplement"**) is a Published Policy that sets out additional terms for Instant Cloud Licenses, as defined in Gurobi Product Licensing Policy (**"Product Licensing Policy"**). This Supplement 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"** between the parties. Capitalized terms not defined in this Supplement have the meanings given in the Agreement, the Product Licensing Policy, or the Security Addendum. If this Supplement conflicts with the Agreement, the Agreement controls. Each Order Form is governed by the version of this Supplement in effect on the date of that Order Form, as provided in the MLA. This Supplement replaces the separately published Service Level Agreement for Gurobi Optimization Instant Cloud.

1. **Definitions.**
   - 1.1. **"Cloud Provider"** means Amazon Web Services, Inc. or Microsoft Corporation, or their respective Affiliates, as the provider of the cloud infrastructure on which Instant Cloud runs.
   - 1.2. **"Customer Data"** means data, content, and Model Input Files that Customer or its Authorized Users submit to or process through Instant Cloud.
   - 1.3. **"Instant Cloud"** means Gurobi's hosted service that provides access to and use of the Product on cloud machines configured and managed by Gurobi on Cloud Provider infrastructure, controlled through the Gurobi Instant Cloud management console.
   - 1.4. **"Usage Fee"** means an additional per-hour fee for cloud machine usage under certain service plans, as described in Section 4.2.

2. **Service Description.**
   - 2.1. **Access.** Customer accesses the Product on Instant Cloud through Gurobi client software installed on Customer's computers, controlled through the Gurobi Instant Cloud management console and, where the service plan permits, the Amazon Web Services management console, the Microsoft Azure portal, or direct log-in to the applicable cloud machine. Instant Cloud provides queuing, load balancing, and failover capabilities, and Customer may choose whether Compute Servers run on Amazon Web Services or Microsoft Azure.
   - 2.2. **Scope of Use.** Customer's use of Instant Cloud is limited to the service plan and limits stated on the Order Form and described in the Product Licensing Policy. An Instant Cloud License permits a limited number of Gurobi client software connections to Compute Servers, as stated on the Order Form or in the applicable service plan. Instant Cloud Licenses may be used for development or deployment of an application, or both, subject to the Product Licensing Policy.
   - 2.3. **Releases.** Releases available through Instant Cloud are subject to the Networked License availability and retirement provisions of the Maintenance and Support Policy.

3. **Customer Data.**
   - 3.1. **Region.** Customer may select the Cloud Provider geographic region in which the cloud machines processing Customer Data are located. Customer consents to the processing of Customer Data in the regions it selects.
   - 3.2. **Use of Customer Data.** Gurobi will process Customer Data only to provide Instant Cloud and Maintenance and Support to Customer. Customer Data is Customer's Confidential Information, except that Gurobi's obligations to secure Customer Data within Instant Cloud, and any Security Incident, are governed exclusively by the Security Addendum. Customer Data processed through Instant Cloud is not provided to Gurobi for purposes of the Model Input Files provisions of the Agreement unless Customer separately submits it to Gurobi, for example with a support request. Gurobi may derive Usage Information from Customer's use of Instant Cloud as provided in the Agreement.
   - 3.3. **Personal Data.** To the extent Customer Data includes personal data, Gurobi's processing of that personal data is governed by the Data Processing Addendum.
   - 3.4. **Security.** Gurobi's security obligations for Instant Cloud are set forth in the Security Addendum.

4. **Fees.**
   - 4.1. **Subscription Fees.** Customer will pay the periodic subscription fee for its Instant Cloud service plan as stated on the Order Form or at checkout.
   - 4.2. **Usage Fees.** Where a Usage Fee applies: (i) the cost of the Cloud Provider hardware on which the

Product runs is included in the stated rate; (ii) Customer's account is charged from the time a cloud machine is started until it is stopped or terminated, whether the machine is active or idle; (iii) the minimum charge for each cloud machine is the first thirty (30) minutes of uptime; and (iv) usage beyond thirty (30) minutes is billed in increments of one-hundredth (1/100) of an hour. Each resulting unit of invoiced uptime is a Charged Hour. If Customer uses distributed optimization on Instant Cloud (for example, multiple machines used to solve all or part of an optimization problem simultaneously), each additional machine is charged at the same rate. A detailed usage statement is available through the Gurobi Instant Cloud billing system.

4.3. Billing Account and Payment. Where a Usage Fee applies, Gurobi will create a billing account, which may be pre-paid by depositing funds or post-paid. For Instant Cloud Licenses purchased under an Order Form, Gurobi will invoice subscription fees and Usage Fees, and Customer will pay them, as provided in the MLA and the Order Form, by Automated Clearing House (ACH) transfer or wire transfer. For Instant Cloud Licenses purchased through a third-party online marketplace or other online checkout on which Gurobi offers the Product, Customer will pay through the billing of that marketplace or checkout, as provided in the Online Terms. Gurobi may issue time-limited License Credentials until payment is received in full.

5. Shared Security Responsibilities.

5.1. Customer Responsibilities. Customer is responsible for (i) properly configuring and using Instant Cloud, (ii) securing its accounts and License Credentials, (iii) controlling which Authorized Users have access, (iv) using encryption and other appropriate measures to protect Customer Data and its accounts from unauthorized access, and (v) maintaining its own backups of Customer Data. Instant Cloud is not a data storage or backup service.

5.2. Gurobi Responsibilities. Gurobi will maintain the safeguards described in the Security Addendum for the Instant Cloud environment it configures and manages.

6. Instant Cloud Service Level Commitment.

6.1. Commitment. Gurobi will use commercially reasonable efforts to maximize the availability of Instant Cloud. If the Monthly Uptime Percentage for an eligible Instant Cloud License is less than 99.9%, Customer may be eligible for a Service Level Credit as provided in this Section 6. Service Level Credits are Customer's sole and exclusive remedy for unavailability of Instant Cloud.

6.2. Definitions. For purposes of this Section 6, the following definitions apply:

6.2.1. "Applicable Monthly Service Fees" means the total fees paid by Customer for the affected Instant Cloud License during the month in which the Downtime occurred. One-time payments, such as annual fees, are excluded.

6.2.2. "Downtime" means the total accumulated minutes in the Minutes in the Month during which Customer has no connectivity to the Instant Cloud service or to its Compute Server instances. Downtime begins when Customer can establish a loss of connectivity through logs or other relevant records.

6.2.3. "Minutes in the Month" means the total number of minutes in a given calendar month.

6.2.4. "Monthly Uptime Percentage" means (Minutes in the Month - Downtime) / Minutes in the Month x 100.

6.2.5. "Service Level Credit" means the percentage of the Applicable Monthly Service Fees, as set forth in Section 6.3, to be credited to Customer if Gurobi approves Customer's claim.

6.3. Service Level Credits.

Monthly Uptime Percentage	Service Level Credit
Less than 99.9% but greater than or equal to 99.0%	10%
Less than 99.0%	25%

For example, three (3) hours of Downtime in a 30-day month results in a Monthly Uptime Percentage of (43,200 - 180) / 43,200 x 100 = 99.58%, which may make Customer eligible for a 10% Service Level Credit.

6.4. Claims. To be eligible for a Service Level Credit, Customer must (i) create a support ticket at https://support.gurobi.com within four (4) hours of first becoming aware of an event that impacts service availability; (ii) submit its claim and all required information by the end of the month immediately following the month in which the Downtime occurred; (iii) include all information necessary for Gurobi to validate the claim, including a detailed description of the events resulting in Downtime, Customer's request logs documenting the errors and corroborating the claimed outage (with any confidential or sensitive information removed or replaced with asterisks), the time and

duration of the Downtime, the number and locations of affected users (if applicable), and a description of Customer's attempts to resolve the Downtime at the time it occurred; (iv) reasonably assist Gurobi in investigating the cause of the Downtime and processing the claim; and (v) comply with the Agreement, the applicable Instant Cloud documentation, and any advice from Gurobi's support team.

6.5. Application of Credits. If Gurobi determines that Customer has satisfied Section 6.4 and that no exclusion applies, Gurobi will notify Customer of the applicable Service Level Credit within sixty (60) days after receiving the claim. Gurobi will apply the Service Level Credit to the Instant Cloud License that experienced the Downtime. Service Level Credits will not be applied to fees for any other Instant Cloud License or any other Gurobi product.

6.6. Limitations and Exclusions. This Section 6 applies only to Silver, Gold, Platinum, and Reserved plans and does not apply to the Starter Pack or any other Instant Cloud License type. This Section 6 does not cover downtime or failures related to Instant Cloud user interface unavailability, or the time it takes to reload, configure, enable, or access content. No Service Level Credit will be provided for Downtime that results from: (i) expired licenses (expiration time is expressed as a GMT date); (ii) out-of-credit licenses (license credit less than or equal to the credit limit); (iii) Customer infrastructure failures (network, hardware, or software); (iv) Customer network configuration issues (proxy or firewall); (v) Customer-caused security incidents, security testing, or Gurobi's throttling of suspected abusive behavior; (vi) Customer's IP addresses being blocked by the security services of the cloud platform on which Instant Cloud runs; (vii) network or device failures between Customer's site and Instant Cloud servers; (viii) failures of services, hardware, or software provided by a third party, such as Cloud Provider services on which Instant Cloud runs; (ix) capacity limits or quotas of Cloud Provider services on which Instant Cloud runs; (x) inadequate Compute Server machine configuration (memory or number of cores); (xi) Compute Server instances being provisioned or terminated; (xii) invalid authentication; (xiii) scheduled downtime for maintenance and upgrades notified in advance at status.gurobi.com; (xiv) use of preview, pre-release, beta, or trial versions of Instant Cloud or Gurobi client libraries; (xv) use of Releases that are past their End of Support date; (xvi) events of force majeure, such as natural disaster, war, acts of terrorism, riots, or government action; or (xvii) other causes beyond Gurobi's reasonable control.

6.7. Changes. Gurobi will provide at least ninety (90) days' advance notice of any adverse change to this Section 6. Any such change is also subject to the provisions of the Agreement governing updates to Published Policies.

7. Suspension. Gurobi may suspend access to Instant Cloud, in whole or in part, (i) if Customer fails to pay fees when due, Customer's billing account reaches a negative balance or exceeds its credit limit, or Gurobi is unable to charge Customer's payment method, in each case until Customer adds funds or pays the amount due, which right is in addition to Gurobi's suspension rights under the Agreement; (ii) if Customer's use violates the Acceptable Use Policy**;** or (iii) if Gurobi reasonably determines that suspension is necessary to prevent a security threat to Instant Cloud, the Cloud Provider, or other customers. Gurobi will give Customer notice of any suspension under clauses (ii) or (iii) where reasonably practicable and will restore access once the cause of the suspension is resolved. Suspension does not relieve Customer of its payment obligations.

8. Cloud Providers. Instant Cloud runs on Cloud Provider infrastructure. The Cloud Providers are subprocessors of Gurobi as described in the Data Processing Addendum. Except as provided in Section 6, Gurobi is not responsible for Cloud Provider outages or failures beyond Gurobi's reasonable control.

9. Termination and Deletion. Upon expiration or termination of an Instant Cloud License, Customer's access to Instant Cloud under that license ends. Customer is responsible for retrieving any results or Customer Data it wishes to retain before expiration or termination. Gurobi will delete Customer Data remaining in the Instant Cloud environment within thirty (30) days after expiration or termination, except as required by applicable law**.** Model Input Files that Customer separately submitted to Gurobi remain subject to the Model Input Files provisions of the Agreement.

10. Indemnification. The indemnification provisions of the Agreement are the exclusive indemnification obligations of the parties with respect to Instant Cloud Licenses. This Supplement does not create any additional indemnification obligation.