Gurobi Master License Agreement

This Gurobi Master License Agreement ("**Agreement**") is between the Gurobi entity identified in the Entity Table in Section 13 ("**Gurobi**") and the entity that accepts this Agreement ("**Customer**"). Gurobi and Customer are each a "**party**" and collectively the "**parties**." Customer accepts this Agreement by (**i**) signing it, (**ii**) signing an Order Form that references it, or (**iii**) for Product Licenses purchased through a Gurobi-authorized reseller, accepting it in connection with the delivery, installation, or activation of the Product. The "**Effective Date**" is the date Customer first accepts this Agreement. Gurobi develops and licenses a mathematical optimization software platform and related services. Customer wishes to obtain licenses to use the Product under the terms of this Agreement. The parties agree as follows:

1. **Definitions.** As used in this Agreement, the following terms have the meanings set forth herein.
   - **1.1. "Affiliate"** means an entity that directly or indirectly controls, is controlled by, or is under common control with a party.
   - **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 solely for Customer's internal business operations.
   - **1.3. "Control"** means ownership of 50% or more of the voting securities of an entity. An entity is an Affiliate only for so long as such control exists.
   - **1.4. "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.
   - **1.5. "EULA"** means the Gurobi End-User License Agreement, a click-through agreement accepted by each Authorized User, available at gurobi.com/legal.
   - **1.6. "Error"** means any reported and reproducible failure of the Product to perform substantially in accordance with its published documentation.
   - **1.7. "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.
   - **1.8. "Product Licensing Policy"** means the Gurobi Product Licensing Policy document available at gurobi.com/legal, which defines each license type and its applicable restrictions.
   - **1.9. "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.
   - **1.10. 'Model Input Files'** means any MPS, LP, API recording, or other model input files that may be used as input to the Product.
   - **1.11. "Order Form"** means any ordering document that references this Agreement and sets forth the applicable Product License(s), fees, and subscription term. An Order Form is issued by Gurobi and accepted by Customer, by signature, including electronic signature.y. A Customer purchase order, preprinted or standard terms and conditions contained in or referenced by any document issued by Customer are not an Order Form and are not part of the Order Form and have no force or effect, even if Gurobi issues License Credentials, unless Guorbi expressly agrees in a signed writing. Product Licenses purchased through a third-party online marketplace or other online checkout on which Gurobi offers the Product are governed by the Gurobi Online Terms of Service and not this Agreement, unless the applicable marketplace offer expressly incorporates this Agreement.
   - **1.12. "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.
   - **1.13. "Product License"** means a license to use the Product as specified on the applicable Order Form and described in the Product Licensing Policy.
   - **1.14. "Published Policies"** means the Gurobi policies published at Gurobi.com/legal, including but not limited to, On-Prem Supplement, Cloud Supplement, Product Licensing Policy, Maintenance and Support Policy, Acceptable Use Policy, Security Addendum, Data Processing Addendum, and any applicable Country-Specific Terms. Gurobi may update Published Policies from time to time; material adverse changes will not

apply to an existing Order Form during its then-current term unless required by applicable law. For avoidance of doubt, 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 this Agreement unless an Order Form expressly states otherwise.

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 this Agreement, 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, except as may be agreed on the applicable Order Form. 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 the applicable Order Form, EULA, and Published Policies. The type and scope of each Product License are determined by the Order Form and the Product Licensing Policy.

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; all computation and data processing occur locally on Customer's own infrastructure. 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.

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 this Agreement. Any breach of this Agreement 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. An Authorized User's acceptance of the EULA does not create a separate agreement between Gurobi and the Authorized User, amend this Agreement, or expand Customer's rights.

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. If Customer or any Authorized User uses the Product in breach of this Section, Customer assumes all risk and liability arising from any such use. Customer will ensure that all Authorized Users comply with the use restrictions set forth in this Section and in the EULA, and any breach by an Authorized User will be deemed a breach by Customer. This Section does not limit the scope of Section 9.4 (Customer Data and Integration Indemnity).

4. Order Forms. Each Order Form is governed by this Agreement and the applicable Published Policies. Customer's Affiliates may enter into Order Forms under this Agreement. When an Affiliate enters into an Order Form, a direct contractual relationship is established between that Affiliate and the applicable Gurobi entity determined by the Entity Table based on the Affiliate's domicile, and Customer guarantees the Affiliate's payment obligations under that Order Form. The Affiliate is bound by the terms of this Agreement as if it were an original party. If a term of this Agreement conflicts with a term in the Additional Terms section of an Order Form, the Additional Terms govern for that Order Form only. Gurobi may, no more than once in any twelve (12) month period and upon at least thirty (30) days' prior written notice, verify Customer's compliance with this Agreement and its Product Licenses during normal business hours. Customer will provide reasonable access to relevant records and license usage information. Gurobi will treat all information obtained in an audit as Customer's Confidential Information. If an audit reveals material non-compliance, Customer will promptly purchase any necessary Product Licenses at Gurobi's then-current prices and reimburse Gurobi's reasonable costs of conducting the audit.

5. Fees and Payment. Customer will pay all fees set forth in the applicable Order Form. Unless the applicable Order Form states otherwise, all invoices are due and payable within thirty (30) days of the invoice date. Fees are non-refundable except as expressly provided in this Agreement. All payments will be made by electronic funds transfer, either by Automated Clearing House (ACH) transfer or wire transfer, to the bank account designated by Gurobi on the applicable invoice. Payments made by any method other than ACH or wire transfer will not constitute valid payment, and the applicable fees will remain due and owing until received by Gurobi

via an accepted payment method. Unless the applicable Order Form specifies otherwise, all fees are stated and payable in United States dollars (USD). If fees are not paid when due, Gurobi may charge interest at the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law and suspend the affected Product License by deactivating or declining to issue applicable license keys or credentials. Suspension does not relieve Customer of payment obligations or extend the Product License term. All fees are exclusive of taxes.Customer is responsible for all taxes, levies, duties, and similar governmental charges arising from this Agreement other than taxes based on Gurobi's net income. Withholding taxes, gross-up, tax residency and exemption documentation, and related obligations are as stated in the applicable Order Form. If the Order Form does not address withholding and Customer is required by applicable law to withhold or deduct taxes, Customer will increase the amount payable so that Gurobi receives the full amount it would have received absent such withholding or deduction. Customer waives any right to suspend or set off any payment obligation to Gurobi on any basis.

6. 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 this Agreement. 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.

6.1. 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.

6.2. 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. Gurobi warrants that for sixty (60) days after the subscription start date of the applicable Order Form, 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 license fees paid for the affected Product License. This warranty does not apply to free, trial, evaluation, or academic Product Licenses, which are provided "as is." EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, GUROBI MAKES NO WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. CUSTOMER ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY NOT EXPRESSLY SET FORTH IN THIS AGREEMENT.

8. Limitation of Liability. GUROBI'S TOTAL CUMULATIVE LIABILITY TO CUSTOMER FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE), WILL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE BY OR ON BEHALF OF CUSTOMER TO GUROBI DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY. THIS IS A TOTAL AGGREGATE CAP. NOTWITHSTANDING THE FOREGOING, LIABILITY ARISING FROM A BREACH OF SECTION 6 (CONFIDENTIALITY) WILL NOT EXCEED TWO (2) TIMES THE TOTAL FEES PAID OR PAYABLE BY OR ON BEHALF OF CUSTOMER TO GUROBI DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY. 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. THESE LIMITATIONS MAY NOT APPLY IN JURISDICTIONS THAT DO NOT PERMIT SUCH LIMITATIONS; APPLICABLE COUNTRY-SPECIFIC TERMS MAY MODIFY THIS SECTION.

9. Indemnification. The indemnification obligations in this Section are not subject to the limitation of liability set forth in Section 8.

9.1. Gurobi IP Indemnity. If a third party claims that the Product infringes any patent or copyright, or misappropriates any trade secret, enforceable in the United States, the European Union (including its member states), the United Kingdom, Australia, Japan, or any other jurisdiction in which Gurobi maintains intellectual property rights related to the Product (collectively, "**Covered Jurisdictions**"), Gurobi will (as long as Customer is not in default under this Agreement) defend, indemnify, and hold Customer harmless against such claim at Gurobi's expense and pay all damages finally awarded or agreed in settlement, provided that Customer (i) promptly notifies Gurobi in writing of the claim, (ii) gives Gurobi sole control of the defense and any settlement, and (iii) provides reasonable cooperation at Gurobi's expense. Gurobi will have sole discretion regarding settlement so long as the settlement does not impose any obligation on Customer other than ceasing use of the infringing Product.

9.2. Right to Cure. If the Product becomes, or in Gurobi's opinion is likely to become, the subject of an infringement claim, Gurobi may, at its option, (i) procure for Customer the right to continue using the Product, (ii) modify or replace the Product to make it non-infringing, or (iii) if neither (i) nor (ii) is commercially practicable, terminate the affected Product License and refund the prepaid fees allocable to the remaining subscription term.

9.3. Gurobi IP Indemnity Exclusions. Gurobi has no obligation under this Section for any claim arising from (i) modification of the Product not made or authorized by Gurobi, (ii) combination of the Product with any product, data, or technology not provided by Gurobi, or (iii) Customer's data, content, or Model Input Files. This Section states Gurobi's entire liability and Customer's sole remedy with respect to infringement claims.

9.4. Customer Data and Integration 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 provided to Gurobi under this Agreement, including any claim that such data infringes or misappropriates a third party's intellectual property rights or violates applicable law, (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, including any claim that such application, system, service, or process caused loss, damage, or injury to a third party, 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, except to the extent the claim is covered by Gurobi's indemnification obligations under Section 9.1. Customer will pay all damages finally awarded or agreed in settlement, subject to the same notice, control, and cooperation requirements set forth above.

9.5. Mutual Indemnity for Negligence and Misconduct. Each party (the "**Indemnifying Party**") will defend, indemnify, and hold harmless the other party against any third-party claim arising from the Indemnifying Party's (i) gross negligence or willful misconduct, (ii) acts or omissions that cause bodily injury, death, or damage to tangible property, or (iii) violations of applicable law, in each case solely in connection with the Indemnifying Party's performance under this Agreement. The Indemnifying Party will pay all damages finally awarded or agreed in settlement, subject to the same notice, control, and cooperation requirements set forth above.

10. Term and Termination. This Agreement commences on the Effective Date and remains in effect until the expiration or termination of all Order Forms, plus any applicable survival period. Neither party may terminate this Agreement for convenience during the terms of an active Order Form. Either party may terminate this Agreement upon thirty (30) days' written notice if the other party materially breaches and fails to cure within that period. Gurobi may terminate upon fifteen (15) days' written notice if Customer fails to pay any amount when due. Upon termination, all Product Licenses terminate, and Customer will cause all Authorized Users to cease use of the Product and destroy all copies. Accrued payment obligations survive termination. Sections 1, 2, 5 (with respect to accrued payment obligations), 6, 7 (with respect to the warranty disclaimer only), 8, 9, 12, 13, 14, 18, 19, and 20, and any other provision that by its nature or express terms is intended to survive, will survive any termination or expiration of this Agreement.

11. Reseller Purchases. If Customer purchases Product Licenses through a Gurobi-authorized reseller ("**Reseller**"), (i) this Agreement governs Customer's use of those Product Licenses; (ii) Customer's payment obligations for those Product Licenses apply to the Reseller under the terms agreed between Customer and the Reseller; (iii) references in this Agreement to fees paid by Customer include fees paid to Gurobi by the Reseller for those Product Licenses, and any refund under this Agreement will be paid to the Reseller; and (iv) if the Reseller fails to pay Gurobi when due, Gurobi may suspend or terminate the affected Product Licenses under Section 5 and Section 10 after giving Customer written notice and fifteen (15) days to arrange payment. No Reseller has authority to modify this Agreement, the EULA, or any Published Policy, or to make any commitment on Gurobi's behalf.

12. Governing Law and Dispute Resolution. This Agreement is governed by the laws identified in the Entity Table, without regard to conflict of laws principles. The United Nations Convention on the International Sale of Goods and the Uniform Computer Information Transactions Act do not apply. Any dispute arising out of or relating to this Agreement that is not resolved by the parties within thirty (30) days of written notice will be resolved as follows: (i) if the Entity Table identifies a court venue for the applicable Customer domicile, the dispute will be resolved exclusively in the courts located in that venue, and each party submits to the personal jurisdiction of those courts; or (ii) if Customer's domicile falls within the "China" row of the Entity Table, the dispute will be finally resolved by arbitration under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with those rules, with the seat of arbitration in Singapore, the language of arbitration being English, and judgment on the award may be entered in any court having jurisdiction. The foregoing is subject to any different forum specified in the applicable Country-Specific Terms, which will control to the extent of any conflict. Either party may seek injunctive relief from a court of competent jurisdiction to protect its Confidential Information or intellectual property rights. In any dispute arising under this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees and costs. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

13. Entity Table and Parties. The Gurobi contracting entity, governing law, and venue are determined by Customer's domicile as set forth in the following table. The parties are independent contractors. Nothing in this Agreement creates an agency, partnership, joint venture, or employment relationship between the parties.

Customer Domicile	**Gurobi Contracting Entity**	**Governing Law**	**Venue**
United States & North America	Gurobi Optimization, LLC	California	San Francisco, CA
Germany / EU / EEA / Switzerland	Gurobi GmbH	Germany	Frankfurt
United Kingdom	Gurobi GmbH	England and Wales	London
Japan	Gurobi Japan Co., Ltd.	Japan	Tokyo
Australia / New Zealand	Gurobi GmbH Australia	New South Wales	Sydney
China	Gurobi Optimization, LLC	California	ICC arbitration, Singapore (see Section 12)
All other countries	Gurobi Optimization, LLC	California	San Francisco, CA

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 this Agreement. In the event of a conflict between the Country-Specific Terms and this Agreement, the Country-Specific Terms prevail to the extent of the conflict.

14. Notices. All notices under this Agreement will be in writing and delivered to the address on the applicable Order Form (for Customer) or to the Gurobi entity's registered address (for Gurobi). Email notice to Gurobi is sufficient if sent to legalnotices@gurobi.com. Notices are effective upon receipt.

15. Assignment. Neither party may assign this Agreement without the other party's prior written consent, except that either party may assign this Agreement in connection with a merger, acquisition, or sale of all or substantially all of its assets, provided the assignee (i) agrees in writing to be bound by this Agreement, (ii) is not a direct competitor of the non-assigning party, and (iii) is not subject to sanctions under Section 18. Any assignment in violation of this Section is void.

16. Insurance. Each party will maintain, at its own expense, commercially reasonable insurance coverage appropriate to the nature of its obligations under this Agreement, including commercial general liability

insurance and, where applicable, technology errors and omissions or professional liability insurance. Upon written request, each party will provide the other with certificates of insurance evidencing such coverage. Nothing in this Section creates any rights in favor of any third party or limits either party's obligations or liability under this Agreement.

17. Force Majeure. Neither party will be liable for delays or failures in performance resulting from causes beyond its reasonable control, including acts of God, war, terrorism, epidemics, fire, flood, earthquake, strikes, or government actions. If a force majeure event continues for more than forty-five (45) days, either party may terminate this Agreement upon written notice.

18. Compliance With Applicable Laws. Each party represents that it has not and will not, in connection with this Agreement, make or receive any payment or transfer anything of value, directly or indirectly, to or from any government official, political party, or candidate for the purpose of improperly influencing any act or decision. Each party will comply with all applicable anti-corruption laws, including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act 2010. 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. Customer will not, directly or indirectly, export, re-export, or transfer the Product or any technical data received under this Agreement to any destination, entity, or person prohibited or restricted under applicable export control or sanctions laws. 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.

19. Severability and Waiver. If any provision of this Agreement 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 unless agreed in writing.

20. Entire Agreement. This Agreement, together with the Order Forms, EULA, and Published Policies, constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous communications on that subject. This Agreement will be interpreted in accordance with the plain meaning of its terms and not strictly for or against either party. This Agreement is prepared and written in English. To the extent any translated version conflicts with the English version, the English version controls, except where prohibited by applicable local law. In the event of a conflict among the documents forming this Agreement, the following order of precedence applies (highest to lowest): (i) Country-Specific Terms, (ii) this Agreement, (iii) Published Policies, (iv) Order Form (except that Additional Terms on the Order Form take precedence over this Agreement, and the tax provisions of an Order Form take precedence over this Agreement and the Country-Specific Terms, in each case for that Order Form), and (v) the EULA. No terms or conditions submitted by Customer via purchase order or other document (other than the applicable Order Form) are binding upon Gurobi. No use of trade or other regular practice or method of dealing between the parties will be used to modify, interpret, supplement, or alter the terms of this Agreement. Where Customer is a government entity subject to mandatory public procurement terms, government-specific requirements may be addressed through Additional Terms on the applicable Order Form or the applicable Country-Specific Terms. Where Customer has signed this Agreement, it may be amended only by a writing signed by authorized representatives of both parties. Where Customer accepted this Agreement by signing an Order Form or through a Reseller, Gurobi may update the published version at gurobi.com/legal; each Order Form is governed by the version in effect on the date of that Order Form, and an update applies only to Order Forms entered into after the update is posted. This Agreement may be executed in counterparts, including by electronic signature, each of which constitutes an original.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date. This signature page applies only where Customer accepts this Agreement by signing it directly.

GUROBI: [Gurobi entity name per Entity Table]

By: _____
Name: _____
Title: _____
Date: _____

CUSTOMER: [Customer entity name per initial Order Form]

By: _____
Name: _____
Title: _____
Date: _____