Gurobi On-Prem Supplement

This On-Prem Supplement (**"Supplement"**) is a Published Policy that sets out additional terms for On-Prem 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 or Product Licensing Policy. 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 Web License Service.

1. **Scope.** This Supplement applies to each On-Prem License, including Single-Use, Named-User, Unlimited-User, Floating-Use, Compute Server, and Web License Service licenses, whether Customer runs the Product on its own premises or in cloud computing accounts that Customer controls. Instant Cloud Licenses are governed by the Cloud Supplement.

2. **Delivery.** Gurobi delivers the Product and License Credentials electronically. The Product is delivered when Gurobi makes the Product available for download and makes the applicable License Credentials available to Customer, regardless of when Customer installs or enables the Product. No tangible media will be delivered unless the Order Form states otherwise.

3. **Installation and Copies.** Customer may install and run the Product only on hardware, virtual machines, or containers that Customer controls and only within the limits of its On-Prem License as described in the Product Licensing Policy. Customer may make backup copies of the Product as permitted by the EULA.

4. **Customer Environment.**
   - 4.1. **Customer Responsibility.** Customer is responsible for procuring, configuring, operating, and securing the hardware, operating systems, networks, and other infrastructure on which it runs the Product, including any cloud computing accounts Customer controls. The Product must be run on a supported platform as described in the Product documentation.
   - 4.2. **No Access to Customer Systems or Data.** Under an On-Prem License, the Product runs on Customer's infrastructure, and Gurobi does not host, access, process, or store Customer's optimization models, Model Input Files, or other Customer data, except for (i) Model Input Files and other information Customer chooses to provide to Gurobi, which are subject to the Model Input Files provisions of the Agreement and the Maintenance and Support Policy, and (ii) the technical and operational data described in Section 8. Accordingly, under an On-Prem License, the Security Addendum applies only to Model Input Files and other information Customer chooses to provide to Gurobi, and the Data Processing Addendum applies only to personal data Customer provides to Gurobi in connection with Maintenance and Support.

5. **Web License Service.**
   - 5.1. **Nature of the 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.
   - 5.2. **Availability.** Gurobi will use commercially reasonable efforts to maximize the availability of the Web License Service for license validation. Service Level Credits under Section 6 are Customer's sole and exclusive remedy for unavailability of the Web License Service. Gurobi does not commit to any period of offline operation.
   - 5.3. **Releases.** Releases available through the Web License Service are subject to the Networked License availability and retirement provisions of the Maintenance and Support Policy.

6. **Web License Service Level Commitment.**
   - 6.1. **Commitment.** If the Monthly Uptime Percentage for a Web License Service license is less than 99.9%, Customer may be eligible for a Service Level Credit as provided in this Section 6.

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 Web License Service license for the month in which the Downtime occurred. For a subscription license, the Applicable Monthly Service Fees equal the total subscription fee for that license divided by the subscription term in months.

6.2.2. "Downtime" means the total accumulated minutes in the Minutes in the Month during which Customer is unable to connect to the Web License Service. 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 for a license 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 on the prorated monthly fee for that license.

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 Web License Service 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 license that experienced the Downtime. Service Level Credits will not be applied to fees for any other Web License Service license or any other Gurobi product.

6.6. Limitations and Exclusions. This Section 6 applies only to paid commercial licenses under Sections 3.6 through 3.8 of the Product Licensing Policy and does not apply to Academic, Evaluation, or Size-Limited Licenses. This Section 6 does not cover downtime or failures related to Web License Service web 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) Customer infrastructure failures (network, hardware, or software); (iii) Customer network configuration issues (proxy or firewall); (iv) Customer-caused security incidents, security testing, or Gurobi's throttling of suspected abusive behavior; (v) Customer's IP addresses being blocked by the security services of the cloud platform on which the Web License Service runs; (vi) network or device failures between Customer's site and the Web License Service servers; (vii) failures of services, hardware, or software provided by a third party, such as cloud platform services on which the Web License Service runs; (viii) capacity limits or quotas of cloud platform services on which the Web License Service runs; (ix) invalid authentication; (x) scheduled downtime for maintenance and upgrades notified in advance at status.gurobi.com; (xi) use of preview, pre-release, beta, or trial versions of the Web License Service or Gurobi client libraries; (xii) use of Releases that are past their End of Support date; (xiii) events of force majeure, such as natural disaster, war, acts of terrorism, riots, or government action; or (xiv) 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. **Compute Server.** Where Customer operates a Compute Server under an On-Prem License, Customer is responsible for installing, configuring, and securing the Compute Server and its client connections. Use of client machines and processes is limited as described in the Product Licensing Policy.

8. **Data Transmission and Usage Information.** The Product may transmit technical and operational data to Gurobi in connection with license validation as described in the EULA. Gurobi's collection and use of Usage Information is governed by the Agreement.

9. **Termination.** Upon expiration or termination of an On-Prem License, Customer will cause all Authorized Users to cease use of the Product under that On-Prem License and destroy all copies, as provided in the Agreement.

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