

**GUROBI OPTIMIZATION, LLC
END-USER LICENSE AGREEMENT
("Agreement")**

Please read the terms and conditions of this license agreement carefully. By installing and enabling the Product(s) you are accepting the terms of this agreement. (The Product(s) will be enabled when you have installed the License Key(s) that is supplied to you by Gurobi.) The **"Effective Date"** of this Agreement is the earliest of: the date on which the Product(s) is installed and enabled, or the date that Gurobi makes the license key available to you regardless of when the Product is downloaded. The Gurobi Product and the AMPL Product are copyrighted and licensed (not sold) to you by Gurobi Optimization, LLC, a Delaware limited liability company with its principal place of business in Houston, Texas. Gurobi is licensing you the AMPL Product pursuant to a license agreement between Gurobi Optimization, LLC, (**"Gurobi"**) and AMPL Optimization LLP (**"AMPL"**) dated 3 August 2009 (**"Gurobi/AMPL Agreement"**). This Agreement shall apply to all Products(s) licensed by Gurobi, unless updated and replaced by Gurobi. It consists of 1) the accompanying Terms and Conditions; 2) the Licensed Products addendum (**"Exhibit A"**); and 3) the Maintenance and Support addendum (**"Exhibit B"**).

TERMS AND CONDITIONS

DEFINITIONS

"Error" means any reported and reproducible failure of the Product(s) to perform substantially in accordance with its published documentation. **"Error Correction"** means either a modification or addition that, when made or added to the Product(s), brings the Product(s) into material conformity with its published documentation, or a procedure or routine that, when observed in the regular operation of the Product(s), avoids the practical adverse effect of such nonconformity. **"Material Error"** means any reported and verifiable failure of the Product(s) to perform substantially in accordance with its published documentation where this Error prevents use of the Product(s), or which seriously impacts use of the Product(s). **"Order Form"** means an Order Form or other similar document issued by Gurobi and accepted by You that references this EULA and sets forth the applicable Product License(s) and fees. **"Gurobi Product"** shall mean Version 9.0.0 or higher of the Gurobi computer software products including Upgrades and published documentation as further described in Exhibit A. **"AMPL Product"** shall mean the AMPL product as further described in Exhibit A. **"Product(s)"** shall mean collectively the Gurobi Product and the AMPL Product. **"Upgrades"** shall mean any Error Corrections, new Releases and software modifications or additions, which are provided at Gurobi's sole discretion pursuant to Exhibit B. **"You"** or **"your"** or **"Licensee"** means the single end-user customer organization accepting this Agreement.

SCOPE OF RIGHTS

Grant of License. Gurobi grants you a non-exclusive right to use the Product(s) (including any Error Corrections, standard enhancements or Upgrades provided under Exhibit B) for use only as specified in Exhibit A, in machine-readable form (**"Product License"**). This Product License specifically prohibits redistribution, transfer or resale of the Product(s). You may make a reasonable number of copies of the Program in machine-readable, object code form, for nonproductive backup purposes only.

Limitations on Use. You may not use, copy, modify, or distribute the Product(s), or make any copy, adaptation, transcription, or merge any portion thereof, except as expressly authorized by Gurobi in a separate written agreement signed by Gurobi. You may not reverse assemble, reverse compile, otherwise translate, or reverse engineer the Product(s). Your license may not be transferred, leased, assigned, or sub-licensed without Gurobi's prior written consent, which will not be unreasonably withheld. If you copy or modify the Product(s) in any way not expressly authorized by Gurobi, your license is automatically terminated. If You use, distribute, copy or modify the Product in any way not expressly authorized by Gurobi, Your Product License shall automatically terminate. The license granted to You in Section 2.1 is conditioned upon Your compliance with Your obligations in Section 2.1, this Section 2.2 and the applicable scope restrictions set forth in Exhibit A.

MAINTENANCE AND SUPPORT

Maintenance and Support. Gurobi offers a Maintenance and Support program for the Product(s) as set forth in Exhibit B. Maintenance and support is not available for academic licenses.

LICENSE FEES

Payment Terms. Unless otherwise indicated on the invoice, all invoices from Gurobi shall be due and payable within thirty (30) days of the date of each invoice. Except as provided in Paragraph 8.2 (Right to Cure), the fees are not refundable. If any fees are not paid when due, Gurobi may, at its option, charge interest at a rate of one and one-half percent (1½%) per month or, if less, the highest rate allowed by applicable law from the date such fee or charge first

became due. Gurobi will issue a license key that enables the Product for a limited period of time until payment is received by Gurobi in full. Upon receipt of payment-in-full, Gurobi will issue a license key for the duration of the term of the applicable Product License.

.. **Taxes.** You are responsible for sales or use taxes, and state or local property or excise taxes associated with your licensing, possession, or use of the Product(s), modifications, or any associated services.

. **WARRANTIES**

.. **Warranty.** Gurobi warrants for a period of sixty (60) days after the Effective Date of this Agreement, for your benefit alone, that the Product(s) will perform substantially in accordance with the documentation. Gurobi does not warrant that the Product(s) will be Error-free in all circumstances. As your exclusive remedy for any defect or Material Error in the Gurobi Product, and as Gurobi's entire liability in contract, tort, or otherwise, Gurobi agrees to correct such Material Error or defect at Gurobi's facility by issuing corrected instructions, a restriction, or a work around. As your exclusive remedy for any defect or Material Error in the AMPL Product, and as Gurobi's entire liability in contract, tort, or otherwise, Gurobi agrees to notify AMPL immediately and request for them to correct such Material Error or defect at AMPL's facility by issuing corrected instructions, a restriction, or a work around. If AMPL is unable to correct such defect or Material Error after a reasonable opportunity, Gurobi shall refund the License Fees paid for the AMPL Product. This warranty does not apply to the free Trial Version, the free Academic Version or otherwise to time limited Evaluation Versions of the Product(s), which are provided to you at no charge "as is".

.. **Limitation on Warranty.** EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 5, GUROBI SHALL HAVE NO LIABILITY FOR THE PRODUCT(S), FOR NEGLIGENCE; GUROBI MAKES AND YOU RECEIVE NO WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, OR IN ANY OTHER PROVISION OF THIS AGREEMENT OR ANY OTHER COMMUNICATION; AND GUROBI SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

.. **Limitation of Liability; Exclusion of Consequential Damages.** The cumulative liability of Gurobi to you for any and all claims relating to the Product(s) and any services rendered under this Agreement shall not exceed the total amount of all License Fees paid to Gurobi for the Product(s) within the prior year. This limitation shall not apply to the indemnification provided in Section 8 ("**Indemnification**"). In no event shall Gurobi be liable to you for any consequential, indirect, special, or incidental damages, even if Gurobi has been advised of the possibility of such potential loss or damage. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies.

. **OWNERSHIP**

.. **Ownership of the Gurobi Product.** Gurobi shall have sole right, title, and interest in and to the Gurobi Product and all documentation relating to the Gurobi Product (including its development or its operation, testing or use, and all reports and copies created), and all intellectual property rights associated with the Gurobi Product (including, without limitation, rights to copyrights, patents, trade secrets, and know-how). This Agreement does not provide you with title or ownership of the Gurobi Product, but only a right of limited use under this license.

.. **Ownership of the AMPL Product.** AMPL shall have sole right, title, and interest in and to the AMPL Product and all documentation relating to the AMPL Product (including its development or its operation, testing or use, and all reports and copies created), and all intellectual property rights associated with the AMPL Product (including, without limitation, rights to copyrights, patents, trade secrets, and know-how). This Agreement does not provide you with title or ownership of the AMPL Product, but only a right of limited use under this license.

. **CONFIDENTIAL INFORMATION**

.. **Confidential Information.** "Confidential Information" means any data or information, oral or written, treated as confidential that relates to either party's past, present, or future research, development or business activities, including any unannounced products and service(s), and including any information relating to services, developments, inventions, processes, plans, financial information, customer lists, forecasts, and projections. Notwithstanding the foregoing, each party agrees to keep the other party's Confidential Information confidential from third parties. Confidential Information shall not be deemed to include information that: 1) is publicly available or in the public domain at the time disclosed; 2) is or becomes publicly available or enters the public domain through no fault of the party receiving such information; 3) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; 4) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; 5) is independently developed by the recipient; or 6) is approved for release or disclosure by the disclosing party without restriction. The receiving party shall use its best efforts to maintain the secrecy of all such Confidential Information. The receiving party shall refrain from using, disclosing, or otherwise exploiting any such Confidential Information for any purpose not specifically authorized by the disclosing party.

7.2 Permissible Use of Certain Confidential Information. Notwithstanding the requirements of this Section 7, any MPS, LP, API recording or other model input files used as input to the Product (collectively, "**Model Input Files**") provided to Gurobi by or on behalf of You may be placed by Gurobi in the Gurobi internal model library and used by Gurobi for internal testing, determining and/or benchmarking solutions times for the Product, and improving the ability

of the Product to solve such problems, with any resulting modifications in the Product being the sole property of Gurobi. Gurobi may copy, download and run the Model Input Files for the purposes set forth in this section. The use of Model Input Files for any other purpose than described, whether internal or external by Gurobi or any other party through Gurobi, shall require the prior consent of the disclosing party. Model Input Files will be held in confidence, as with all other Confidential Information. Model Input Files will be deleted from Gurobi's model library upon receiving a written request to do so

. **INDEMNIFICATION**

.. **Indemnification of the Gurobi Product.** If a third party claims that the Gurobi Product infringes any U.S. patent, copyright, or trade secret, Gurobi will (as long as you are not in default under this Agreement or any other agreement with Gurobi) defend you against such claim at Gurobi's expense and pay all damages that a court finally awards, including reasonable attorneys' fees, provided that you promptly notify Gurobi in writing of the claim, allow Gurobi to control the defense of such claim, and cooperate with Gurobi in the defense or any related settlement negotiations.

.. **Indemnification of the AMPL Product.** If a third party claims that the AMPL Product infringes any U.S. patent, copyright, or trade secret, AMPL will, in accordance with the Gurobi/AMPL License, (as long as you are not in default under this Agreement or any other agreement with Gurobi) defend you against such claim at AMPL's expense and pay all damages that a court finally awards, including reasonable attorneys' fees, provided that you promptly notify Gurobi in writing of the claim, allow AMPL to control the defense of such claim, and cooperate with AMPL in the defense or any related settlement negotiations.

.. **Right to Cure.** If such a claim is made or appears possible, Gurobi may, at its option, secure for you the right to continue to use the Product(s), or modify or replace the Product(s) so it is non-infringing, or, if neither of the foregoing options is available in Gurobi's judgment, require you to return the Product(s) for a credit equal to the portion of previously paid License Fees allocable to the remaining term of your license.

.. **No Obligation.** Gurobi has no obligation for any claim based on a modified version of the Product(s), or its combination, operation, or use with any product, data, or apparatus not provided by Gurobi, or for the data provided by you. **THIS PARAGRAPH STATES GUROBI'S ENTIRE OBLIGATION TO YOU WITH RESPECT TO ANY CLAIM OF INFRINGEMENT.**

. **TERM AND TERMINATION**

.. **Term.** The term of your license is from the Effective Date above and shall continue thereafter, unless terminated sooner according to the terms of this Agreement.

.. **Material Breach.** This Agreement may be terminated: 1) by either party upon a material breach by the other party of the terms of this Agreement, which breach has not been cured within thirty (30) days after the breaching party has received written notice thereof; 2) by Gurobi, upon fifteen (15) days written notice, in the event of any delinquency of your payment of amounts due hereunder; or 3) by the non-breaching party upon three (3) days written notice in the event of breach of Section 7 (Confidential Information).

.. **Survival.** Notwithstanding the termination of this Agreement for any reason, the rights and duties of the parties under Sections 4 (License Fees), 6 (Ownership), 7 (Confidential Information), and 8 (Indemnification) shall survive such termination and remain in full force and effect.

. **EXPORT CONTROLS**

.. **Export Controls.** The Product delivered to You under this Agreement is subject to U.S. export control laws and regulations and may also be subject to import and export laws of the jurisdiction in which it was obtained, if outside the U.S. You shall abide by all applicable export control laws, rules and regulations applicable to the Product and documentation. You agree that You will not export, re-export, or transfer the Product or documentation, in whole or in part, to any country, person, or entity subject to U.S. export restrictions. You will not use the Product to benefit, or provide services to, any country, person, or entity subject to U.S. export restrictions. You will not permit any third party to access or use the Product (whether via delivery of on-premise software or provision of the functionality of the Product via hosting services) in violation of any U.S. export restrictions. You specifically agree not to export, re-export, or transfer the Product or documentation (i) to any country to which the U.S. has embargoed or restricted the export of goods or services, or to any national of any such country, wherever located, who intends to transmit or transport the Product back to such country; (ii) to any person or entity who You know or have reason to know will utilize the Product or portion thereof in the design, development, production or use of nuclear, chemical or biological materials, facilities, or weapons; or (iii) to any person or entity who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government. You will ensure that all of Your customers and licensees comply with all of Your obligations in this Section 10.1. You will be liable for any breach of this Section 10.1 by, or caused by, any of Your customers or licensees.

. **GENERAL**

.. **Assignment.** This Agreement shall not be assignable by you without the prior written consent of Gurobi.

.. **Waiver of Construction against the Drafter.** This Agreement shall be interpreted in accordance with the plain meaning of its terms and not strictly for or against either of the parties to this Agreement.

.. **Severability.** In the event that any provision of this Agreement is found invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement shall remain valid and enforceable according to its terms. WITHOUT LIMITING THE FOREGOING, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT, IN THE EVENT ANY REMEDY HEREUNDER IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, ALL OTHER LIMITATIONS OF LIABILITY AND EXCLUSION OF DAMAGES SET FORTH HEREIN SHALL REMAIN IN FULL FORCE AND EFFECT.

.. **Notices.** All notices or other communications required to be given under this Agreement shall be in writing and delivered either personally or by U.S. mail, certified, return receipt requested, postage prepaid, and addressed as provided in this Agreement or as otherwise requested by the receiving party. Notices delivered personally shall be effective upon delivery and notices delivered by mail shall be effective upon their receipt by the party to whom they are addressed.

.. **Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of Texas as they apply to a contract made and performed in such state. Venue for any dispute under this Agreement shall be San Francisco, California.

.. **Modifications and Waivers.**

11.6.1 Gurobi may amend this Agreement from time to time by posting an updated version at its website (<https://www.gurobi.com/>) and sending You written notice thereof. Such amendment will be deemed accepted and become effective thirty (30) days after such notice (the "Proposed Amendment Date") unless You first give Gurobi written notice of rejection of the amendment. In case of such rejection, this Agreement will continue under its original provisions, and the amendment will become effective at the start of Your next Term following the Proposed Amendment Date (unless earlier terminated in accordance with Section 9 herein). Your continued use of the Product following the effective date of an amendment will confirm Your consent thereto. You recognize and agree that Gurobi's privacy policy and other applicable policies (without limitation) are not incorporated into this Agreement, and Gurobi may revise them at any time in its sole discretion, with or without following the procedures of this Section 11.6.1.

11.6.2 Except as set forth in 11.6.1, this Agreement may not be modified except by a writing signed by authorized representatives of both parties. A waiver by either party of its rights hereunder shall not be binding unless contained in a writing signed by an authorized representative of the party waiving its rights. The non-enforcement or waiver of any provision on one (1) occasion shall not constitute a waiver of such provision on any other occasions unless expressly so agreed in writing. It is agreed that no use of trade or other regular practice or method of dealing between the parties hereto shall be used to modify, interpret, supplement, or alter in any manner the terms of this Agreement.

.. **Force Majeure.** Neither party shall be responsible for any failure to perform due to unforeseen circumstances or to causes beyond the parties' reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation, facilities, fuel, energy, labor, or materials. In the event of any such delay, either party may defer any delivery dates for a period equal to the time of such delay. Notwithstanding the foregoing, if either party is in default under this Section for more than forty five (45) days, the non-defaulting party may terminate this Agreement.

.. **No Set Off.** Notwithstanding anything to the contrary in this Agreement, you waive your right to suspend or set off any payment obligation to Gurobi on any basis whatsoever.

.. **Arbitration.** Any controversy or claim arising out of or relating to this Agreement, or the breach thereof that fails to settle by mediation, shall be settled by binding arbitration in the County of Santa Clara, California, administered by JAMS in accordance with its then current Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator may award monetary damages, punitive damages, injunctive relief, rescission, restitution, costs and attorneys' fees. The arbitration award shall be final and binding regardless of whether one of the parties fails or refuses to participate in the arbitration. The arbitrator shall not have the power to amend this Agreement in any respect. Notwithstanding the foregoing, the parties agree that this Section does not apply to the breach of provisions pertaining to confidentiality and proprietary rights, and that either party may petition a court of law for injunctive relief and such other rights and remedies as it may have at law or equity against such breaches.

.. **Attorneys' Fees.** In the event of any dispute with respect to this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and other costs and expenses incurred in resolving such dispute.

EXHIBIT A LICENSED PRODUCTS

The Product(s) are offered in the categories of licenses listed below under Gurobi Optimizer, Gurobi Solver for AMPL (together the "Gurobi Products"), and AMPL (the "AMPL Products").

General License Restrictions:

- a. In all cases below, license Users and Uses are restricted to You and Your employees, where "You" or "Your" means that single end-user customer organization that is licensing the software. In particular, making the Product(s) available over the Internet or similar networking technology to others who are not Your employees ("**Hosting**") is forbidden, with one exception, as follows. Hosting that otherwise respects the limitations of the license is permitted if the Product(s) is embedded in and only accessible through a user-developed application that adds significant additional functionality and does not allow the end user to formulate and solve arbitrary linear, quadratic, or quadratically-constrained programming models, in either their continuous or mixed-integer forms.
- b. Use of the licenses is allowed in virtual environments (see also 2f below for an additional option for the Gurobi Optimizer). For licensing purposes, one active instance of a virtual machine is viewed as equivalent to a physical machine.

Note: Gurobi and AMPL commercial licenses can be used for development or deployment (sometimes called "run-time" usage) or both. In particular, it is possible to use these licenses for the development of an application and then use that same license to deploy the application, subject only to the specific machine and usage level limitations of that particular license. There is also no limit on the number of specific applications you may use with a given Gurobi or AMPL license.

GUROBI OPTIMIZER

The Gurobi Optimizer refers to the standalone Gurobi Optimizer with the functionality described in the section entitled "Gurobi Optimizer Functionality and Platforms" below. The Gurobi Optimizer is offered in the categories of licenses 1., 2., and 3. listed below.

1. **Size-Limited (free) Trial License:** Six-month time-limited, free license for problems with at most 2000 variables and 2000 constraints. The use of this license is restricted to a single user identified during the installation process. This license is for research, development, and evaluation purposes only. It may not be used in commercial applications.
2. **Commercial Licenses**
 - a. **Perpetual Named-User – Unlimited-Use, Single-Machine License:** This license is locked to a particular physical machine and its use is restricted to a single identified person. That person is allowed an unlimited number of simultaneous uses. This license cannot be used for a shared process, or for any kind of batch process or background service.
 - b. **Perpetual Unlimited-User – Unlimited-Use, Single-Machine License:** This license is locked to a particular physical machine. The number of simultaneous users and uses is unlimited. The license depends on the number of CPU cores in the machine.
 - c. **Perpetual Floating-Use License:** This license runs on a single, specified local-area network of machines. One particular physical machine in this collection acts as the license server. The Gurobi Product(s) can be installed and run on any machine on the network with an operating environment that is among the supported platforms. This license has a specified limit on the number of simultaneous Gurobi processes that can be run on the machines of the network.
 - d. **Perpetual Compute Server – Unlimited-User Unlimited-Use, Unlimited-Client, Single-Machine License:** This license is locked to a particular physical machine, which acts as a server for an

unlimited number of client machines. The number of instances and uses on the clients is also unlimited. The license depends on the number of CPU cores in the machine.

- e. **Perpetual Single-Use—Single-License:** This license is locked to a particular physical machine and its use is restricted to a single simultaneous use. The license specifies the maximum number of cores (threads) that can be utilized by that use.
 - f. **[Intentionally Blank.]**
 - g. **Container Licensing:** None of the above licenses may be used within a container (e.g., a Docker Container). To use Gurobi within a container, you must either (i) use Gurobi as a client to a floating-use server (2c) or a compute server (2d), or (ii) contact Gurobi to obtain a special license that allows use from within a container.
 - h. **Time-limited Evaluation License:** These licenses can be of any of the above types 2a-2f, but will have a specified time limit determined at the time the License Key is issued (typically two (2) weeks from the date the License Key is issued).
 - i. **Distributed Optimization Add-On License:** This license option can be added onto types 2b, 2c, 2d, or 2f above, and enables the use of distributed algorithms (distributed tuning, distributed concurrent optimization, and distributed MIP).
 - j. **Web License Service (WLS) – Single Use:** This license specifies a maximum number of simultaneous containers or machines, with one simultaneous use allowed on each. Uses are not restricted to any specific machine or container. A WLS server on the Internet manages tokens associated with the license, and client processes must periodically connect to this server to check out tokens. The license depends on the number of CPU cores in the machine or container.
 - k. **Web License Service (WLS) – Unlimited Use:** This license specifies a maximum number of simultaneous containers or machines, with unlimited simultaneous uses allowed on each. Uses are not restricted to any specific machine or container. A WLS server on the Internet manages tokens associated with the license, and client processes must periodically connect to this server to check out tokens. The license depends on the number of CPU cores in the machine or container.
 - l. **Web License Service (WLS) – Compute Server:** This license specifies a maximum number of simultaneous active Compute Servers. These Compute Servers are not restricted to any specific machine or container. A WLS server on the Internet manages tokens associated with the license, and client Compute Servers must periodically connect to this server to check out tokens. The license depends on the number of CPU cores in the machine or container.
 - m. **Application-Specific License:** This license enables the unlimited use of the Gurobi Product for Your internal use within or in conjunction with a named Application which shall be specified on the Order Form. The duration of an Application-specific License shall be limited to the period specified on the Order Form.
3. **Academic Licenses:** These licenses are restricted to academic use. Access for commercial purposes is forbidden. You and any users of the code must be faculty, staff, or students at a degree-granting academic institution.
- a. **Free Time-limited Named-User – Unlimited-Use, Single-Machine License:** Same conditions as 2a, with the following additional restrictions. The license will have a one-year time limit from the date of installation and must be “validated” while connected to the Internet from a recognized academic domain (e.g., “.edu”).
 - b. **Free Time-limited Web License Service (WLS) Unlimited-Use License:** The scope of this license is the same as set forth in Section 1.k, with the following additional restriction: the license must be periodically “validated” while connected to the Internet from a recognized academic domain (e.g., “.edu”).
 - c. **Perpetual Unlimited-Simultaneous-Use Floating-Use License:** This license has the same conditions as 2c. This license has a limit (the physical limit of the licensor) of 1024 simultaneous Gurobi processes that can be run on the machines of this network.
 - d. **Note:** Maintenance and support contracts (Exhibit B) are not offered with academic licenses; however, academic licenses are entitled to receive Minor Releases and Technical Releases corresponding to their currently licensed Major Release.

GUROBI SOLVER FOR AMPL

The Gurobi Solver for AMPL is a standalone solver for the AMPL modeling system. AMPL users may purchase a license for the Gurobi Solver for AMPL in lieu of a license for the Gurobi Optimizer; AMPL is not included with Gurobi Solver for AMPL and must be purchased separately (see the options listed below under “AMPL”). The Gurobi Solver for AMPL includes all Gurobi algorithms but does not include any of the application programming interfaces (APIs) of the Gurobi Optimizer. The Gurobi Solver for AMPL is offered in the categories of licenses 4. and 5. listed below.

4. **Commercial Licenses**
 - a. **Perpetual Named-User – Unlimited-Use, Single-Machine License:** This license is locked to a particular physical machine and its use is restricted to a single identified person. That person is allowed an unlimited number of simultaneous uses.
 - b. **Perpetual Unlimited-User – Unlimited-Use, Single-Machine License:** This license is locked to a particular physical machine. The number of simultaneous users and uses is unlimited. The license depends on the number of CPU cores in the machine.
 - c. **Perpetual Floating-Use License:** This license runs on a single, specified local-area network of machines as specified by a list of IP addresses and address ranges. One particular physical machine in this collection acts as the license server. The Gurobi Optimizer can be installed and run on any machine on the network with an operating environment that is among the supported platforms. This license has a specified limit on the number of simultaneous Gurobi processes that can be run on the machines of this network.
 - d. **Time-limited Evaluation License.** This license can be of any of the above types 4a-4c, but will have a specified time limit determined at the time the License Key is issued (typically two (2) weeks from the date the License Key is issued). A Time-limited Evaluation License is intended to allow You to determine whether the Product is a technical fit for Your project. Accordingly, for this type of license, Your license and usage rights are limited to non-productive, non-commercial use, and the Product may not be used for development purposes.
5. **Academic Licenses:** These licenses are restricted to academic use. Access for commercial purposes is forbidden. You and any users of the code must be faculty, staff, or students at a degree-granting academic institution.
 - a. **Free Time-limited Named-User – Unlimited-Use Single-Machine License:** Same conditions as in 3a.
 - b. **Perpetual Unlimited-Simultaneous-Use Floating-Use License:** These licenses have the same conditions as 4c, except that there is no restriction on the number of simultaneous Gurobi processes that can be run on the machines of this network.
 - c. **Note:** Maintenance and support contracts are not offered with academic licenses.

AMPL

AMPL refers to AMPL modeling language and system with the functionality described in the section entitled “Gurobi AMPL Functionality and Platforms” below. Gurobi Optimization is an authorized reseller for AMPL. A corresponding license for Gurobi Optimizer or Gurobi Solver for AMPL is required to purchase AMPL from Gurobi. AMPL Products are offered in the categories of licenses 6. and 7. listed below.

6. **Commercial Licenses**
 - a. **Perpetual Named-User – Unlimited-Use, Single-Machine License:** This license is locked to a particular physical machine and its use is restricted to a single identified person. That person is allowed an unlimited number of simultaneous uses.
 - b. **Perpetual Unlimited-User – Unlimited-Use, Single-Machine License:** This license is locked to a particular physical machine. The number of simultaneous users and uses is unlimited. The license depends on the number of CPU cores in the machine.
 - c. **Perpetual Floating-User License:** This license runs on a single, specified local-area network of machines. One particular physical machine in this collection acts as the license server. AMPL can be installed and run on any machine on the network with an operating environment that is among the supported platforms. This license has a specified limit on the number of simultaneous tokens that may be issued, where each token allows one user to run an unlimited number of simultaneous uses/processes on one machine on the network.
 - d. **Time-limited Evaluation License.** These licenses can be of any of the above types 6a-6c, but will have a specified time limit determined at the time the License Key is issued (typically two (2) weeks from the date the License Key is issued).
7. **Academic Licenses:** These licenses are restricted to academic use. Access for commercial purposes is forbidden. You and any users of the code must be faculty, staff, or students at a degree-granting academic institution.
 - a. **Perpetual Unlimited-User – Unlimited-Use, Single-Machine License:** This license is locked to a particular physical machine. The number of simultaneous users and uses is unlimited.
 - b. **Perpetual Floating-User License:** This license runs on a single, specified local-area network of machines. One particular physical machine in this collection acts as the license server. AMPL can be installed and run on any machine on the network with an operating environment that is among the supported platforms. This license has a specified limit on the number of simultaneous tokens that may be issued, where each token allows one user to run an unlimited number of simultaneous uses/processes on one machine on the network.

GUROBI OPTIMIZER FUNCTIONALITY AND PLATFORMS

BASE FUNCTIONALITY:

The Gurobi Optimizer includes state-of-the-art linear programming (LP), quadratic programming (QP), quadratically constrained programming (QCP), and second order cone programming (SOCP) solvers, including mixed-integer programming (MIP) extensions of each. The MIP solvers include shared memory parallelism, capable of simultaneously exploiting any number of processors and cores per processor. The Gurobi Optimizer also includes an Irreducible Infeasible Subsystem (IIS) tool for diagnosing model infeasibility and a performance-tuning tool for automatically identifying beneficial parameter changes. The Gurobi Optimizer is written in C and is accessible from several languages. We provide an interactive Python interface, matrix-oriented interfaces for C, MATLAB, and R, and object-oriented interfaces for C++, Java, .NET, and Python.

OPTIONAL FUNCTIONALITY:

Certain add-on features may be activated in the Gurobi Optimizer, including: (i) a Compute Server capability which provides client-server features, including job queuing, load balancing, and failover, and (ii) distributed parallel algorithms, including distributed MIP, distributed concurrent LP and MIP, and distributed tuning

PLATFORMS:

Supported Platforms are 64-bit Windows, 64-bit Linux, 64-bit macOS, and 64-bit AIX. The Platform Table distributed with the Gurobi Product lists the specific supported Operating System and Compiler versions for that Product Release. Gurobi cannot provide Support for an Operating System or Compiler after its end-of-support date.

DOCUMENTATION:

The Gurobi Documentation includes the Release Notes, the Quick Start Guide, the Gurobi Reference Manual, the Gurobi Remote Services Manual, and the Gurobi Example Tour, all of which are delivered in HTML and PDF format.

AMPL FUNCTIONALITY AND PLATFORMS

Functionality:

AMPL LLC develops the AMPL modeling language and system. AMPL allows symbolic optimization models to be described to a computer system in a form that is familiar and convenient to human modelers. The AMPL software translates a symbolic model and associated data to an explicit problem instance, in a form that can be used by solver software such as Gurobi to compute an optimal solution. AMPL also translates the solver's output back to a form that is convenient for people to read and analyze. Notable features of AMPL include:

- * Powerful and natural expressions for sets and indexing.
- * Statements for interactive display and formatting of any expression indexed over any number of sets.
- * Looping and conditional statements for writing scripts that may implement iterative schemes incorporating numerous solves.

Platforms:

Supported platforms include common 32-bit and 64-bit versions of Windows, common 32-bit and 64-bit versions of Linux, PowerPC and Intel versions of Max OS X, and several varieties of Unix workstations.

EXHIBIT B MAINTENANCE AND SUPPORT

Maintenance Term. Maintenance and Support, as described below, is included with subscription-based licenses. Otherwise, the Maintenance term for the Product shall commence on the Effective Date and shall continue for the Maintenance term length set forth on the Gurobi Order Form for the Product License (“**Maintenance Term**”). You are required to purchase at least three (3) years of Maintenance and Support with your Product License purchase. The Maintenance Term shall not automatically renew. Gurobi may send You a proposed Order Form to renew the current Maintenance Term with updated pricing. Such new Order Form will take effect upon mutual written agreement of the parties. For perpetual licenses with an effective date on or before December 31, 2021, the renewal fees for Maintenance and Support are subject to periodic reviews and increases. For new perpetual licenses with an effective date on or after January 1, 2022, Maintenance and Support will be 20% of the then current standard list price for the Product covered by the Agreement.

Cancelling and Reactivating Maintenance for Perpetual Licenses. If you do not purchase Maintenance and Support services for some period of time and then choose to subscribe to Maintenance and Support at a later date, You will be charged the then prevailing Maintenance and Support fees for all periods for which Maintenance and Support was not purchased. If you have a perpetual Product License and have allowed your Maintenance and Support to lapse for a period of three (3) years or more, you shall not be permitted to reactivate or reinstate your Maintenance and Support. You have a fifteen (15) calendar day grace period from the expiration of your current Maintenance and Support Term to renew without incurring a late fee. If, after the grace period has lapsed, your Maintenance and Support is renewed within thirty (30) calendar days Your fee owed is ten-percent (10%) of fees that Gurobi would have received from You had Your renewal been timely (e.g., 1-30 calendar days You will pay a fee of 10%; 31-60 calendar days You will pay a fee of 20%; 61-90 calendar days You will pay a fee of 30%; and so on up to a maximum fee of one-hundred percent (100%)).

Gurobi Product Releases are numbered ‘a.b.c’, where ‘a’ is a positive integer, and ‘b’, and ‘c’ are non-negative integers. ‘a’ is the number of the Major Release, ‘b’ the number of the Minor Release, and ‘c’ the number of the Technical Release.

A Gurobi Maintenance and Support Contract includes the following benefits:

- (1) During the Maintenance Term Gurobi warrants that the Product(s) will perform substantially in accordance with the documentation published by Gurobi as updated from time to time. Gurobi does not warrant that the Product(s) will be Error-free in all circumstances.
- (2) During the Maintenance Term, Gurobi shall make reasonable commercial efforts to correct, or devise workarounds for any Errors in the Product(s) reported by you, and to provide such corrections or workarounds to you in a timely manner in accordance with the list of Service Levels given below. Some Errors will be corrected in the next release of the Product(s) only. Further, upon discovery of an Error, you agree, if requested by Gurobi, to submit to Gurobi a listing of output and any other data that Gurobi may require in order to reproduce the Error and the operating conditions under which the Error occurred or was discovered.
- (3) Support will be provided remotely by electronic communication during normal business hours.
- (4) During the Maintenance Term, you are entitled to all Upgrades to any new release of the licensed Product(s) where that release occurs during this period. Except in the case of purchased Academic licenses, if you have not paid for maintenance and support, you are entitled only to your currently licensed release. Academic licenses are entitled to receive Minor and Technical releases corresponding to their currently licensed Major release.
- (5) During each one-year Maintenance Term your license may be transferred to a new machine or operating system up to three times free of charge. Additional transfers will be accompanied by a nominal charge of \$250.

Maintenance Exceptions. Maintenance and Support does not cover the following:

- (1) Any problem caused by modifications to any version of the Product(s) not made or authorized by Gurobi;
 - (2) Errors in any versions of the Product(s) other than the most recent two major releases (see Use and Restrictions)
 - (3) Use with a compiler not listed in the Platform Table, as indicated in the Release Notes.
 - (4) Use with an operating system not listed in the Platform Table, including alternate Linux distributions
 - (5) Use of undocumented private APIs
 - (6) Custom code beyond calls to the Gurobi APIs
 - (7) Hardware modifications such as overclocking
 - (8) General system administration tasks, such as managing file permissions and environment variables
 - (9) Use of 3rd party tools such as databases, application servers, integrated development environments, etc.
- In these situations, Gurobi will try to help when possible, but assistance cannot be guaranteed.

Gurobi will not be responsible for delays caused by events or circumstances beyond its reasonable control.

Use and Restrictions. Your rights and obligations concerning the use of any Error Corrections or new Releases (or any other programming provided by Gurobi, regardless of its form or purpose) shall be governed by the License Agreement. Gurobi shall have sole and exclusive ownership of all right, title, and interest in and to such works (including ownership of all copyrights, patent rights, trade secret rights and other intellectual property rights pertaining thereto), subject only to the License Agreement. Unless otherwise agreed, you are entitled to use the Product(s) only as authorized under the License Agreement. Gurobi releases will no longer be supported after the release of the second subsequent Major release. For example, releases 8.b.c will no longer be supported subsequent to release 10.0.0 and higher.

Service Levels. The following table of “Service Levels” indicates response times after notification by You of a reproducible issue. To qualify for minimum response times, You must report the issue by submitting a request on our website at <https://support.gurobi.com/>. For each support request, a Gurobi representative will assign a service priority, according to this table.

Priority	Description	Examples	Initial response target
1 - Urgent	Production system completely blocked with no apparent workaround: one or more models cannot be solved in a production system.	License key failure for production system Segmentation fault for production system	Within 2 business hours
2 - High	Non-blocking issue for a production system: a malfunction of one or more Gurobi features on a production system, though a workaround is available.	Unexpected slow performance for a production system Failure with specific parameter values for production system	Within 8 business hours

3 - Important	Any issue with a non-production system: any malfunction of Gurobi features for a non-production system, or any requests for performance evaluation and tuning.	Any failure in a non-production environment Benchmark requests	By the end of the next business day
4 - Normal	All other questions.	“How-to” questions Product suggestions Questions involving topics in <i>Exceptions to the Service Levels</i>	Within 3 business days

Exceptions to the Service Levels. Due to their complexity, questions on the following topics are considered Normal priority, regardless of whether they are blocking or whether they involve a production system:

- (1) Use of undocumented Gurobi parameters
- (2) Use of callback functions that modify the behavior of Gurobi algorithms.
- (3) Models with severe numerical issues such as poor scaling or single-precision fractional coefficients.

Response Times. As soon as Gurobi staff receives sufficient detail to isolate or reproduce the situation, Gurobi will assign it a case number and a priority level, and Gurobi staff will start an initial assessment. A response for the initial assessment will be given according to the Initial Response Target for that priority level. When the initial estimate is complete, Gurobi will give an estimated timeframe for resolution.

Business Hours:

06:00 - 17:00 Pacific Time (USA), Monday to Friday, closed on US public holidays.

09:00 - 17:00 Central European Time, Monday to Friday, closed on German public holidays.