GUROBI OPTIMIZATION, LLC
CLOUD LICENSE AGREEMENT

Please read the terms and conditions of this agreement carefully. This license agreement (**"Agreement"**) is made between Gurobi Optimization, LLC, ("**Gurobi**") and you, its customer (**"You"**, **"Your"**, **"Customer",** or **"End-User"**). You are the Customer under this Agreement if you are ordering Gurobi software or services.

By installing and enabling the Gurobi optimizer software (**"Gurobi Product"** or **"Product"**), tapping on a button indicating Your acceptance of this Agreement, or by executing a document that references the terms of this Agreement, You are accepting the terms of this Agreement. Your acceptance and use of the Gurobi software and/or services on behalf of an organization binds both You and the organization to this Agreement. If You do not agree to the terms and conditions of this Agreement, do not install or use the Gurobi Product.

All references to the "Gurobi Product" or to the "Product" in this Agreement shall include any and all enhancements, improvements, error corrections, new releases, upgrades, improvements or extensions provided by Gurobi.

The effective date of this Agreement is the date on which the Gurobi Product is installed and enabled (**"Effective Date"**).

1 GENERAL PROVISIONS

1.1 The Cloud Service. This Agreement shall apply to all Gurobi Products that reside on and are used by You on an externally managed and maintained cloud computer(s) or server(s) (the **"Cloud"**). The Gurobi Cloud service offers access to and use of pre-configured Amazon Web Services' (**"AWS"**) Elastic Compute Cloud (**"EC2")** systems and Microsoft Azure systems on which the Gurobi Product will run.

1.2 Accessing the Gurobi Product. The Gurobi Product may be installed on and/or accessed by way of (1) Your computer(s) (hereafter referred to as the **"Gurobi Client-Software")**, controlled by (a) a Gurobi-provided management console (the **"Gurobi Instant Cloud"**) or (b) the AWS management console (the **"AWS Management Console"**) or (c) the Azure portal or (d) direct log-in to the AWS EC2 or Azure system.

1.3 Compute Server Feature. The Gurobi Cloud offering includes the license to use a server, either pre-configured by Gurobi or configured by You, that offloads the optimization processing functions of an application to a cloud server (a **"Compute Server"**). A Gurobi Compute Server has a Gurobi managed and maintained client library that automatically offloads optimization processing functions to cloud servers (the **"Gurobi Compute Server"**). All Gurobi Cloud service pricing plans, except the "Bronze" plan, include queuing, load balancing, and failover capabilities.

1.4 Commercial Agreement Applicable. All use of the Product shall be subject to the fees, license type and duration specified under any corresponding Gurobi order form, confirmation email or invoice (**"Commercial Agreement"**) which You have executed, signed or otherwise authorized in conjunction with the purchase of the right to use the Gurobi Product. The terms and conditions of the Commercial Agreement are hereby incorporated by reference into this Agreement, and any reference to "Agreement" shall also refer to the Commercial Agreement. In the event of a conflict between the Commercial Agreement terms and the terms set forth herein, the more specific terms control.

1.5 Applicability of Specific Provisions. This Agreement covers multiple jurisdictions and licensing arrangements for the Gurobi Product and certain provisions are applicable only to a given jurisdiction or type of licensing arrangement. Where such specific provisions apply, they will be clearly identified. All provisions not otherwise made specifically applicable to a given jurisdiction or type of licensing arrangement are applicable to all licenses of the Gurobi Product.

1.6 Development and Deployment Use. Gurobi Cloud Licenses (as defined below) can be used for development or deployment of an application, or both.

2   LICENSE GRANTS/SCOPE OF RIGHTS

2.1   Cloud License Grants. Subject to payment of the applicable license fee and the restrictions set forth in this Agreement, Gurobi grants You a non-exclusive right to use the Product, in object code form, with a virtual machine or machines pre-configured by Gurobi for the AWS EC2 or Microsoft Azure platforms (a **"Cloud License"**). A Cloud License for all Gurobi Cloud service options, except the "Bronze" service plan, allows use of an unlimited number of Gurobi Client-Software connections to a Cloud server. If You subscribe to the "Bronze" Cloud service plan, Your Cloud License is limited to use of one (1) Gurobi Client-Software connection to a Cloud server. The Gurobi Client-Software shall be operated by or for You, for Your benefit only, and Your license is strictly limited to use by the entity name, division or department that appears on the Gurobi order form.

2.2   General License Restrictions. In all cases, licensed users and uses are restricted to You and Your employees. Making the Product available over the Internet or similar networking technology to others who are not Your employees (**"Hosting"**) is expressly prohibited. Notwithstanding the foregoing, Hosting that otherwise respects the limitations of the Cloud License type and usage purchased is permitted, provided that the Product 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.

2.3   Other Limitations on Product Use. You may not use, copy, modify, or distribute the Product, 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. Your license may not be transferred, re-distributed, re-sold, leased, assigned, or sub-licensed without Gurobi's prior written consent. Any unauthorized transfer, re-distribution, re-sale, lease, assignment or sub-license of the Product is void and automatically terminates the license. If You copy or modify the Product in any way not expressly authorized by Gurobi, Your license is automatically terminated.

3   MAINTENANCE AND SUPPORT

3.1   Maintenance and Support. Maintenance and support services (**"Maintenance"**) for Cloud Licenses are set forth in "Exhibit A" attached hereto.

4   PAYMENT TERMS

4.1   Subscription/Usage Fees. A Cloud License requires a periodic subscription fee (the amount of which depends on the specific Cloud service plan chosen), and, may require an additional per-hour usage fee (the **"Usage Fee"**). Where the Usage Fee applies, Gurobi will create a billing account, which can be pre-paid by depositing funds, or post-paid via invoice or a credit or debit card. If Your license includes use of AWS or Azure cloud systems via the Gurobi Instant Cloud, the cost of the cloud hardware on which the Product runs is included in the stated price. If You use distributed optimization (e.g., multiple machines used to solve all or parts of an optimization problem simultaneously) on the AWS EC2 or Azure hardware, additional machine charges will be incurred. Your account will be charged from the time a compute instance is started until it is stopped or terminated, regardless of whether the compute instance is active or idle. If Your account reaches a negative balance, You have a delinquent invoice, or Gurobi is unable to bill You via credit card or debit card, Gurobi reserves the right to disable Your access to the Cloud service until You add funds to Your Gurobi Cloud account or otherwise pay the amount that is due and owing. A detailed Gurobi use statement will be available through the billing system of the Gurobi Instant Cloud.

4.2   Invoice 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 9.2 (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.

4.3   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 and any associated services.

5 WARRANTIES AND LIMITATIONS

5.1 Warranty. For the duration of Your Cloud License (the **"Warranty Period"**), Gurobi warrants that the Product will perform substantially in accordance with the documentation. Gurobi does not warrant that the Product will be error-free in all circumstances. As Your exclusive remedy for any defect or material error in the Product that occurs during the Warranty Period, and as Gurobi's entire liability in contract, tort, or otherwise for a breach of warranty, Gurobi agrees to correct such material error or defect at Gurobi's facility by issuing corrected instructions, a restriction, or a work around. If Gurobi is unable to correct such defect or material error after a reasonable opportunity, Gurobi shall refund the License fees paid for such Product.

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

5.3 Limitation of Liability; Exclusion of Consequential Damages. The cumulative liability of Gurobi to You for any and all claims relating to the Product and any services rendered under this Agreement shall not exceed the total amount of all Cloud service subscription and Usage Fees (as applicable) paid to Gurobi for the Product within the prior year. This limitation shall not apply to the indemnification provided in Section 9 (**"Indemnification"**). In no event shall Gurobi be liable to You for any consequential, indirect, special, or incidental damages, including but not limited to, for Indemnification claims, 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, where permitted, shall apply regardless of the success or effectiveness of other remedies, but may not apply in some jurisdictions.

6 YOUR OBLIGATIONS

6.1 Security and Backup. You are responsible for properly configuring and using the Cloud License and otherwise taking appropriate action to secure, protect and backup Your accounts and Your data in a manner that will provide appropriate security and protection, including the use of encryption to protect Your data and account from unauthorized access.

6.2 Log-in Credentials and License Keys. Log-in credentials and license keys generated by the Cloud service are for Your internal use only and You will not sell, transfer or sublicense them to any other entity or person, except that You may disclose Your private key to Your agents and subcontractors performing work on Your behalf.

7 OWNERSHIP

7.1 The Product is licensed, not sold. Use herein of the word "purchase" in conjunction with licenses, license keys, or elsewhere shall not imply a transfer of ownership. This Agreement does not grant You any rights, title, or interest in or to Product, its trademarks, trade secrets, or corresponding intellectual property and all rights, title, and interest in and to the Product, including the corresponding documentation, shall remain the property of Gurobi. All rights not expressly granted under this Agreement are reserved.

8 CONFIDENTIAL INFORMATION

8.1 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), developments, inventions, processes, plans, financial information, customer lists, forecasts, and projections. Notwithstanding the foregoing, 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 the disclosing party's Confidential Information for any purpose not specifically authorized by the disclosing party.

8.2   Customer Data in the Cloud. If Your Cloud License uses AWS or Azure machines, You may specify the geographic regions in which the machines processing Your data will be located. You consent to the processing of Your data in the regions You select.

8.3   Customer Data File Exception. In the event that You request assistance from Gurobi's maintenance services and support program, You may be asked to provide Gurobi with Customer data in the form of MPS, LP and Restart data files (the **"Customer Data Files")** for bug fixing and error correction purposes. You hereby grant a perpetual, irrevocable right and license to Gurobi to copy, download and run Customer Data Files on its own internal libraries for the limited purpose of: (a) creating bug fixes and workarounds; (b) Product performance testing; (c) determining and/or benchmarking solutions times for the Product; and (d) developing Product improvements. You hereby grant to Gurobi an exclusive, fully paid-up royalty-free, perpetual, irrevocable right and license to use the results of, and/or improvements derived from, Gurobi's limited internal use of Customer Data Files, as specified in (a) – (c) above. Any resulting modifications in the Product resulting from (d) above shall be the sole property of Gurobi. You will determine, in Your sole discretion, what Customer Data Files You wish to send to Gurobi. Gurobi will have no access to Your Customer Data Files except where You have provided them pursuant to this subsection 8.3. If Customer Data Files have been sent to Gurobi, then they will be deleted from Gurobi's internal libraries upon receiving a written request to do so.

9   INDEMNIFICATION

9.1   Indemnification. If a third party asserts a claim that the Product infringes any U.S. patent, copyright, or trade secret, Gurobi will 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.

9.2   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, or modify or replace the Product so it is non-infringing, or, if neither of the foregoing options is available in Gurobi's judgment, require You to return the Product for a credit equal to the portion of previously paid license fees allocable to the remaining term of Your license.

9.3   No Obligation. Gurobi has no obligation to indemnify You for any claim that (a) is based on an unauthorized modification of the Product where the Product would not be infringing without the modification, or (b) is based upon Your combination of the Products with any third party product unless the combination was necessary or authorized by Gurobi for use of the Product, or is consistent with use of the Product by Gurobi's other customers. **THIS PARAGRAPH 9 STATES GUROBI'S ENTIRE OBLIGATION TO YOU WITH RESPECT TO ANY CLAIM OF INFRINGEMENT.**

10   TERM AND TERMINATION

10.1   Term. Your Cloud License will commence on the Effective Date. Subscription Cloud Licenses will continue for the subscription period set forth on the Gurobi order form for the Cloud License, unless and until earlier terminated pursuant to Section 10.2. Subscription Cloud Licenses will not automatically renew. Gurobi may send You a proposed order form to renew the current Subscription Cloud License with updated pricing. Such new order form will take effect upon mutual written agreement of the parties.

10.2   Material Breach. This Agreement may be terminated: a) by either party upon a material breach by the other party, if the breach has not been cured within thirty (30) days after the breaching party has received written notice thereof; b) by Gurobi, upon fifteen (15) days written notice, in the event of any delinquency of Your payment of amounts due hereunder; or c) by the non-breaching party upon three (3) days written notice in the event of breach of Section 8 (Confidential Information).

10.3   Survival. Notwithstanding the termination of this Agreement for any reason, the rights and duties of the parties under Sections 4 (Payment Terms), 7 (Ownership), 8 (Confidential Information), and 9 (Indemnification) shall survive such termination and remain in full force and effect.

11   EXPORT CONTROLS

11.1   Export Restrictions.   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 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.

12   MISCELLANEOUS PROVISIONS

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

12.2   Interpretation.   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.

12.3   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.

12.4   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.

12.5   Governing Law.

  12.5.1 If the Customer obtains a license to the Product in the United States, Canada or Mexico, this Agreement shall be governed by the substantive laws of the State of California as if entered into in that state between two residents thereof, without regard to any conflict of laws provisions.

  12.5.2 Except where otherwise expressly prohibited by local law, all disputes involving Customers who purchased their license to the Product outside of the U.S. shall be construed in accordance with the laws of England and Wales.

  12.5.3 In all cases, the United Nations Convention on the International Sale of Goods shall not apply. The parties also agree that the provisions of the Uniform Computer Information Transactions Act shall not apply to this Agreement.

12.6   Contracting Entity.   Where Customer has its principal place of business in the United States, Israel or any country considered to be a part of Europe (except Germany, Austria or Switzerland), the Middle East, or Africa (as determined by the billing address associated with the Product purchase), the Product is licensed from Gurobi Optimization, LLC, a Delaware limited liability company, with offices at 9450 SW Gemini Dr. #90729, Beaverton, OR 97008-1578.

12.7   Modifications and Waivers.   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.

12.8   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 has suspended performance pursuant to this Section 12.8 for more than forty-five (45) days, the non-defaulting party may terminate this Agreement.

12.9 Arbitration. Except as specifically set forth below, 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 and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall not have the power to amend this Agreement in any respect. Notwithstanding the foregoing, the parties agree that this Section 12.9 does not apply to the breach of provisions of Section 7 (Ownership) or Section 8 (Confidential Information) 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.

12.10 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.

12.11 Language. This Agreement was prepared and written in English. To the extent that any translated version conflicts with the English version, the English version controls, except where prohibited by local law.

13. COUNTRY-SPECIFIC TERMS

13.1 Germany.

13.1a **Specific Works**. Gurobi is not obligated to create any specific works for the Customer.

13.1b **Liability Provisions**. Section 5.3 (Limitation of Liability; Exclusion of Consequential Damages), does not apply and is replaced with the following: "Gurobi's liability to You for damages cause by slight negligence will, irrespective of its legal ground, be limited as follows: (a) Gurobi will be liable up to the amount of foreseeable damages typical for this type of contract for a breach of material contractual obligations; and (b) Gurobi shall not be liable for a breach of any non-material contractual obligations nor for the slightly negligent breach of any other applicable duty of care. The foregoing limitations of liability, as well as any other limitations of liability contained in this Agreement, will not apply to any mandatory statutory liability, in particular to liability under the German Product Liability Act (*Produkthaflungsgesetz*), and liability for culpably caused personal injuries. Additionally, such limitations of liability will not apply if and to the extent that Gurobi has assumed a specific guarantee. The foregoing shall apply accordingly to Gurobi's liability to the Customer for futile expenses. The Customer is obliged to take adequate measures to avert and reduce damages.

13.2 Luxembourg. Sections of this Agreement which are expressly stated to survive its termination will not survive indefinitely, but survive for a period of 30 years.

14. EVALUATION LICENSES

14.1   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.

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. Gurobi provides 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 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 Reference Manual, and the Gurobi Example Tour, all of which are delivered in HTML format.

EXHIBIT A
MAINTENANCE AND SUPPORT FOR
CLOUD LICENSES

CLOUD SUPPORT TERM. Maintenance and support for Gurobi Cloud Licenses is called **"Cloud Support"**. Cloud Support is included only during the period that You are actively using the Gurobi Cloud service (the **"Cloud Support Period"**). At all other times, general support may be found through the Gurobi Optimization online discussion group.

MAINTENANCE AND SUPPORT DEFINITIONS:

"Error" means any reported and reproducible failure of the Product 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, brings the Product into material conformity with its published documentation, or a procedure or routine that, when observed in the regular operation of the Product, avoids the practical adverse effect of such nonconformity.

"Upgrades" mean any Error Corrections and new Releases, which are provided at Gurobi's sole discretion.

Major, Minor and Technical Product Releases, collectively **"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 a **"Major Release"**, 'b' the number of a **"Minor Release"**, and 'c' the number of a **"Technical Release"**.

GENERAL PROVISIONS RELATING TO GUROBI CLOUD SUPPORT:
(1) During the Cloud Support Period, Gurobi warrants that the Product will perform substantially in accordance with the documentation published by Gurobi as updated from time to time. Gurobi does not warrant that the Product will be Error-free in all circumstances.
(2) During the Cloud Support Period, Gurobi shall make reasonable commercial efforts to correct, or devise workarounds for any Errors in the Product, and to provide such corrections or workarounds in a timely manner in accordance with the list of Service Levels specified below. Some Errors will be corrected in the next release of the Product only.
(3) Upon discovery of an Error, Gurobi personnel may ask You to submit Customer Data Files and other necessary data in order to reproduce the Error and the operating conditions under which the Error occurred or was discovered. If You choose not to provide Customer Data Files or other requested information, You understand and accept that Gurobi may be unable to fully investigate the Error and/or provide an Error Correction.
(4) Support will be provided remotely by electronic communication during the business hours specified below.

MAINTENANCE EXCEPTIONS:
Maintenance and support does not cover the following:
(1) Any problem caused by modifications to any version of the Product not made or authorized by Gurobi;
(2) Use of undocumented private APIs;
(3) Custom code beyond calls to the Gurobi APIs;
(4) General system administration tasks, such as managing file permissions and environment variables; and
(5) Use of third 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 and/or new Releases (or any other programming provided by Gurobi, regardless of its form or purpose) shall be governed by the corresponding Agreement.

SERVICE LEVELS. For each support request, a Gurobi representative will assign a service priority, according to the following "Service Level" 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 *Exceptions to the Service Levels*	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; or
  (3) Models with severe numerical issues such as poor scaling or single-precision fractional coefficients.

RESPONSE TIMES. As soon as Gurobi receives sufficient detail to isolate or reproduce an Error, 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.

Where Your Cloud License fees include Usage Fees paid to Gurobi for use of machines in the AWS EC2 platform, Gurobi will provide reimbursement for downtime and outages on the same terms and conditions as those provided by AWS, per the AWS EC2 platform service level agreement then in effect at the time of the outage or downtime. Similarly, reimbursements for downtime and outages on Azure machines will be provided on the same terms and conditions as those provided by Azure, per the Azure service level agreement in effect at the time of the outage or downtime.

BUSINESS HOURS: 06:00 - 17:00 Pacific Time (US), Monday to Friday; closed on US public holidays.
09:00 - 17:00 Central European Time, Monday to Friday; closed on German public holidays.