

Service Level Agreement (SLA) for Gurobi Web License Service (WLS)

Gurobi Optimization (“Gurobi”) will use commercially reasonable efforts to maximize the availability of the Web License Service (“WLS”) and where the service availability falls below certain specified metrics, Gurobi will provide applicable Service Level Credits. The detailed requirements for Service Level Credit eligibility are set forth below.

Gurobi will provide at least 90 days advance notice of any adverse changes to this SLA.

All capitalized terms not otherwise defined herein shall have the meaning set forth in the Gurobi End-User License Agreement.

Service Level

You are eligible to receive a service level credit toward your WLS license if You experience less than 99.9% availability. Availability downtime is the total minutes You are unable to connect to the WLS. Total downtime minutes start when You can establish a loss of connectivity through logs or other relevant records.

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

"Downtime" is the total accumulated minutes that are part of Minutes in the Month that have no WLS connectivity.

"Monthly Uptime Percentage" is calculated as the percentage of Minutes in the Month in which a Downtime occurred.

“Monthly Uptime Percentage” = $(\text{Minutes in the Month} - \text{Downtime}) / \text{Minutes in the Month} \times 100$

If Gurobi’s WLS does not achieve the Monthly Uptime Percentages set forth in the table below, then You may be eligible for a Service Level Credit.

MONTHLY UPTIME PERCENTAGE	SERVICE LEVEL CREDIT
Less than 99.9% but greater than or equal to 99.0%	10%
Less than 99%	25%

"Applicable Monthly Service Fees" means the total fees paid by You for a given WLS license during the month in which Downtime occurred. For a subscription license, the credit would be based on the prorated monthly fee (i.e., the total subscription fee divided by the subscription duration, in months).

"Service Level Credit" is the percentage of the Applicable Monthly Service Fees to be credited to You, as set forth in the table above, if Gurobi approves Your claim.

For example, if You experience 3 hours of Downtime for a specific license during a month that has 30 days, it will represent a monthly uptime percentage of $(43200-180)/43200*100= 99.58\%$. Since this is less than 99.9% but more than 99%, You may be eligible for a 10% service level credit on the monthly prorated fees for that license.

Customer Obligations

To be eligible for a Service Level Credit:

- You must create a support ticket with Gurobi on the support website at <https://support.gurobi.com> within 4 hours of first becoming aware of an event that impacts service availability.
- You must submit your claim and all required information by the end of the month immediately following the month in which the Downtime occurred.
- You must include all information necessary for Gurobi to validate Your claim, including: (i) a detailed description of the events resulting in Downtime, including Your request logs that document the errors and corroborate Your claimed outage (with any confidential or sensitive information in the logs removed or replaced with asterisks); (ii) information regarding the time and duration of the Downtime; (iii) the number and location(s) of affected users (if applicable); and (iv) descriptions of Your attempts to resolve the Downtime at the time of occurrence.
- You must reasonably assist Gurobi in investigating the cause of the Downtime and processing Your claim.
- You must comply with the Gurobi Cloud license agreement, applicable WLS documentation and any advice from our support team.

Service Level Credits

If Gurobi determines that You have satisfied the obligations set forth above and that no limitations or exclusions apply, Gurobi will notify You of Your applicable Service Level Credit within 60 days of receipt of Your claim.

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

Service Level Credits are Your sole and exclusive remedy under this SLA.

Limitations and Exclusions

This SLA applies only to commercial WLS licenses only.

This SLA does not include downtime or failures that are related to WLS Web UI unavailability, or the time it takes to reload, configure, enable, or access content.

No Service Level Credits will be provided for Downtimes that are the result of:

- Expired customer licenses (expiration time is expressed as a GMT date)
- Customer infrastructure failures (network, hardware, software)
- Customer network configuration issues (proxy, firewall)
- Customer-caused security incidents, security testing, or resulted from our throttling of suspected abusive behavior
- Network or device failures between the customer site and WLS servers
- Failures of services, hardware, or software provided by a third party, such as cloud platform services on which WLS runs
- Capacity limits or quotas of cloud platform services on which WLS runs
- Invalid authentication
- Scheduled downtimes for maintenance and upgrades as notified in advance at status.gurobi.com
- The use of preview, pre-release, beta, trial versions of WLS or Gurobi client libraries
- The use of Gurobi versions that are past their end-of-support date
- Events of Force Majeure such as natural disaster, war, acts of terrorism, riots, government action, etc.
- Other causes beyond Gurobi's reasonable control