

Gurobi Optimization Instant Cloud Service Level Agreement (SLA)

Gurobi Optimization (“Gurobi”) will use commercially reasonable efforts to maximize the availability of Instant Cloud 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.

Service Level

You are eligible to receive a service level credit toward your Instant Cloud license if You experience less than 99.9% availability. Availability downtime is the total minutes You are unable to connect to the Instant Cloud service or access Your Compute Server instances. 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 Instant Cloud service or Compute Server instance connectivity.

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

"Monthly Uptime Percentage" = (Minutes in the Month - Downtime) / Minutes in the Month X 100

If Gurobi’s Instant Cloud 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 Instant Cloud license during the month in which Downtime occurred. One-time payments such as annual fees are excluded.

"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 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.

Customer Obligations

To be eligible for a Service Level Credit:

- You must create a support ticket with Gurobi 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 Instant Cloud 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 Instant Cloud 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 Silver and Gold Instant Cloud licenses. This SLA does not apply to any other Cloud license types. This SLA does not apply to custom cloud deployment.

This SLA does not include downtime or failures that are related to Instant Cloud 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)
- Out of credit customer licenses (license credit is less than or equal to the credit limit)
- 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 Instant Cloud servers
- Failures of services, hardware, or software provided by a third party, such as cloud platform services on which Instant Cloud runs
- Capacity limits or quotas of cloud platform services on which Instant Cloud runs
- Inadequate Compute Server machine configuration (memory, number of cores)
- Compute Server instances are being provisioned or terminated
- 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 Instant Cloud 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