End User License Agreement
GAMS DEVELOPMENT CORPORATION

Please read the terms and conditions of this End User License Agreement (EULA) carefully. By installing and using the Software, you (the Licensee) accept the terms of this Agreement. The Software is copyrighted and licensed (not sold) by GAMS Development Corporation (the Licensor), a corporation with its principal place of business in Fairfax, VA, USA. This Agreement applies worldwide unless restricted by applicable export laws. Unless expressly stated otherwise in this Agreement, this Agreement shall apply to all Software parts, including GAMS Engine.

This Agreement includes
1. the following Terms and Conditions,
2. the Licensed Products Addendum (Exhibit A),
3. the Product Licenses Addendum (Exhibit B),
4. and the Maintenance and Support Addendum (Exhibit C).

A copy of this Agreement is included in the Software distribution and is available on the Licensor's website.

Terms and Conditions

Definitions
1. **Software**: The GAMS System's products and modules, including any embedded third-party components, such as mathematical Solvers. Refer to **Exhibit A** for more details on the available components.
2. **GAMS Engine**: Our deployment solution, GAMS Engine, although distributed separately from the Software, is deemed an essential part of the Software. Consequently, it is governed by all the terms and conditions of this EULA.
3. **GAMS Engine SaaS**: This is a fully-managed, pay-as-you-go cloud service offering a scalable, API-driven platform operated by GAMS. It allows users to execute and manage GAMS or GAMSPy models without maintaining their own server infrastructure.
4. **GAMSPy:** This is an Open-Source Python module that utilizes the Software and GAMS Engine.
5. **GAMS MIRO**: This is an Open-Source module to turn GAMS or GAMSPy models into interactive end-user web applications.
6. **Platform**: A specific combination of Hardware and Operating System on which the current Software version operates.
7. **Documentation**: These are Instructions for use of the Software.
8. **Error**: This is a verifiable and reproducible failure of the Software to perform as documented.
9. **Workaround**: These are recommended actions or modifications that restore or provide equivalent Software functionality in the event of an Error.
10. **Releases:** These are major, minor, and maintenance versions of the Software, provided at the Licensor's sole discretion. These versions either introduce new functionality or correct Errors.
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3. All licenses become effective upon the Licensee's receipt of a valid License Key.
4. For detailed information on the available licenses, please see **Exhibit B**.

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1. The Licensor has embedded a licensing system into the Software. This system enables access only to the modules and features for which a valid license has been issued.
2. For example, the licensing system may:
   a. Provide unrestricted access to the Solvers;
   b. Restrict access to versions of the Software released after the Licensee's Maintenance and Support period expires;
   c. Enforce the duration limits of Term-Based licenses.
3. A valid License Key is required to use the Software.
4. The Licensee must not tamper with or modify the licensing system.

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1. Some features of the Software may incorporate third-party components. Their availability depends on the Licensor maintaining active agreements with those vendors. Should any such component become unavailable, the Licensor may remove or replace it. The Licensor will make reasonable efforts to provide alternative functionality. Should a third-party component become unavailable due to the expiration, termination, or modification of such agreements, the following will apply:
   a. The Licensor retains the right to remove, replace, or disable the affected component.
   b. The Licensor will endeavor to provide an alternative solution or functionality, where possible.
   c. The Licensee acknowledges that the Licensor is not liable for any loss of functionality resulting from the removal or unavailability of such third-party components.
2. This clause does not affect any warranties or obligations expressly outlined elsewhere in this Agreement.

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1. For the Licensee's convenience, the Licensor may make additional Open-Source Solvers available in source form, separately from the Software. Such Open-Source Solvers are referred to herein as "OS Solvers".
2. The OS Solvers are not part of the Software. Any use of any OS Solvers is subject to the terms referenced in or accompanying such OS Solvers.
3. In addition to the foregoing, the following terms and conditions apply to the OS Solvers and any use thereof and are accepted upon use:
   a. No assurances, express or implied, are provided by the Licensor or by the originator of or any contributor to any of the OS Solvers regarding whether any of the OS Solvers does or does not infringe the patent or intellectual property rights of any other person or entity.
   b. Any liability for claims brought by any person or entity alleging infringement of intellectual property rights or otherwise relating to or arising from the use or presence of any OS Solvers is expressly and specifically disclaimed by the Licensor and the originator thereof.

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    c.   The OS Solvers are provided "as is" without any express or implied warranties or conditions. This includes, but is not limited to, warranties or conditions of title, non-infringement, merchantability, or fitness for a particular purpose.

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1. For the Licensee's convenience, the Licensor may make available additional Model Libraries in source code form, separately from the Software.
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    b. The Licensor and the originator expressly and specifically disclaim any liability for claims brought by any person or entity alleging infringement of intellectual property rights or otherwise relating to or arising from the use or presence of any of the Model Libraries.
    c. The Model Libraries are provided "as is" without any express or implied warranties or conditions. This includes, but is not limited to, warranties or conditions of title, non-infringement, merchantability, or fitness for a particular purpose.

Other Licensor Entities and Supplier Rights
1. The Licensee acknowledges and agrees that specific provisions outlined in this Agreement include covenants and obligations not only to the Licensor but also to other Licensor entities and third-party suppliers, and that other provisions are expressed to benefit both the Licensor and such Licensor entities and third-party suppliers.
2. The Licensee further acknowledges and agrees that each such Licensor entity and/or third-party supplier is entitled in its or their own right to require the Licensee to duly perform each such covenant or obligation and shall be entitled to each such benefit and, to the extent necessary, to establish such third party rights and benefits under applicable law, that the Licensor enters into this Agreement, not only in its own right but also as agent for each such Licensor entity and/or third-party supplier.

Confidentiality
1. All Confidential Information exchanged between the parties, including model input files and system data, shall be treated as Confidential Information.
2. This obligation remains as long as the information remains confidential and was expressly designated by the disclosing party at the time of disclosure.
3. Notwithstanding the requirements of this Section, all Confidential Information provided to the Licensor by or on behalf of the Licensee may be placed by the Licensor in the Licensor's internal model library and used by the Licensor for internal testing and improving the ability of the Software to solve such problems subject to maintaining confidentiality as set forth in this Section, with any resulting modifications in the Software being the sole property of the Licensor. The Licensor's rights apply only to internal testing and improvement and do not override general confidentiality obligations. Such use shall not include commercial exploitation or external disclosure. The Licensor may copy, download, and run the model input files for the purposes outlined in this Section. The use of model input files for any purpose other than those described, whether internal or external by the Licensor or any other party through the Licensor, shall require the prior written consent of the disclosing party. As with all other Confidential Information, all model input files will be held in confidence. Upon receipt of a written request, they will be deleted from the Licensor's model libraries.

End User License Agreement
GAMS DEVELOPMENT CORPORATION

Limitation of Liability
1. Neither the Licensor nor its licensors shall be held liable for any indirect, consequential, special, punitive, or incidental damages, including lost profits. This applies regardless of foreseeability and encompasses claims made by the Licensee. These claims include, but are not limited to, losses of data, goodwill, use of money or products, interruptions in use or data availability, work stoppage, or impairment of other assets. Such liability exclusions apply whether the claims arise from a breach or failure of express or implied warranty, breach of contract, misrepresentation, negligence, strict liability in tort, or any other legal theory.
2. The total aggregate liability of the Licensor shall not exceed the fees paid by the Licensee for the Software in the twelve (12) months preceding the claim.
3. These limitations apply to the fullest extent permitted by law, except where prohibited by mandatory statutory provisions.

Indemnification
1. The Licensor shall indemnify the Licensee against all claims, demands, suits, liabilities, costs, expenses (including reasonably incurred legal fees), damages, and losses suffered or incurred by the Licensee arising out of a third-party claim against the Licensee in respect of infringement of a third party's intellectual property rights arising out of the Licensee's use of the Software provided by the Licensor.
2. The Licensee will promptly notify the Licensor in writing of the claim, allow the Licensor to control the defense of such claim, and cooperate with the Licensor in the defense or any related settlement negotiations.
3. The Licensor shall have sole discretion regarding the settlement of any infringement claim so long as the settlement does not adversely affect the Licensee or require the Licensee to affirmatively take or refrain from taking some action.
4. If such a claim is asserted or appears likely, the Licensor may, at its sole discretion, (a) procure for the Licensee the right to continue using the Software; (b) modify or replace the Software so that it no longer infringes; or (c) if neither of these options is reasonably feasible in the Licensor's judgment; may require the Licensee to return the Software. In such a case, the Licensor will provide the Licensee with a credit equal to the portion of previously paid license fees corresponding to the remaining term of the Software license.
5. The Licensor is not obligated to pay for any claim based on a modified version of the Software, or its combination, operation, or use with any product or data not provided by the Licensor or for the data provided by the Licensee.
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Warranties and Disclaimer of Warranties
1. The Licensor warrants that the Software will implement the functionalities and perform substantially in accordance with the official Documentation, which is available free of charge on the Licensor's website.
2. The Licensor warrants that the Software will perform substantially for sixty (60) days from the delivery of the License Key.
3. The Licensor does not warrant that the Software will be error-free in all circumstances. As the exclusive remedy for any defect or material error in the Software, and as the Licensor's entire liability in contract, tort, or otherwise, the Licensor agrees to correct such material error or defect at the Licensor's facility by issuing corrected instructions, a restriction, or a Workaround.
4. If the Licensor cannot correct such a defect or material error after a reasonable opportunity, the Licensor shall refund the license fees paid for the Software, provided the Licensee has (a) discontinued the use of the Software; (b) destroyed all copies of the License Key and the Software. This shall constitute the Licensee's sole remedy for breach of warranty.
5. The Licensor shall not be liable for any losses that could have been avoided if the Licensee had used the latest Software release provided by the Licensor.

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Notice of Breach
1. A party seeking to exercise remedies for breach must notify the other party promptly upon discovery, specifying the nature of the violation.
2. To the extent a party's claim relates to goods or services supplied by the other party, the notice must be delivered no later than twelve (12) months after the goods or services were provided.

Termination by the Licensor
1. The Licensor may immediately terminate this Agreement if the Licensee (a) enters bankruptcy, insolvency, receivership, liquidation, or assigns for the benefit of creditors, or (b) infringes or misappropriates the Licensor's intellectual property, breaches license restrictions or obligations, or fails to make required payments.
2. Upon termination or expiration of this Agreement, the Licensee must immediately uninstall and cease all use of the Software and Documentation and either destroy or return all copies upon the Licensor's request. This is without prejudice to the Licensor's other rights.

General License Restrictions
1. **License Users and Access:** Use of the Software is exclusively restricted to the Licensee and its employees. Any use that makes the Software accessible via the Internet or similar networking technologies to non-employees of the Licensee, specifically for the purpose of providing Software-as-a-Service (SaaS) offerings, requires the Licensor's prior written consent.
2. **Third-Party Services via GAMS MIRO:** The Software may be used to deliver services to third parties, provided these services are offered through applications developed using GAMS MIRO (this component is part of the "Software"), and the use adheres to the terms of this Agreement and any supplementary conditions set by the Licensor.
3. **Publication of Benchmarks:** The publication of performance benchmarks for any Solvers associated with the Software is prohibited without the Licensor's and respective Solver vendors' prior written consent.

Export Controls
1. The Software shall not be shipped, exported, or re-exported to any country or entity that is the subject of any prohibition imposed by the U.S. Export Administration Act of 1979, U.S. Executive Orders, the U.S. Department of Commerce, or the North Atlantic Treaty Organization (NATO) and their successors, or any other applicable export control laws and regulations of the U.S.

Transferability
1. The rights granted to the Licensee according to these terms are personal to the Licensee and shall not be assigned, sublicensed, or otherwise transferred to third parties without the Licensor's prior written consent.

Audit Rights
1. The Licensee hereby agrees that the Licensor may audit the Licensee's use of the Software and documentation upon reasonable prior written notice, to verify compliance with this Agreement.

2. The Licensee agrees to cooperate fully with the Licensor and its authorized agents in any such audit to assist in accurately determining the Licensee's compliance with the terms and conditions of this Agreement. The Licensor and its authorized agents will comply with the Licensee's reasonable security regulations while on the Licensee's premises.
3. If such an audit reveals that the Licensee is using the Software in a manner that is not in full compliance with the terms of this Agreement, the Licensee shall reimburse the Licensor for all reasonable expenses related to such audit and any other liabilities incurred due to such non-compliance.

Privacy Policy
1. The GAMS Privacy Policy governs the use of the Software, including any support and maintenance services.
2. The most current version of this policy, which may be updated from time to time, is available at https://www.gams.com/about/privacy/.

Choice of Law and Dispute Resolution
1. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, USA, without regard to its conflict-of-law provisions. **The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall be expressly excluded.**
2. The exclusive venue for any dispute arising under or in connection with this Agreement shall be the state or federal courts located in Fairfax County, Virginia, and each party hereby irrevocably submits to the personal jurisdiction of such courts.
3. Nothing in this Agreement shall prevent the Licensor from seeking injunctive or equitable relief in any jurisdiction to protect its intellectual property rights.

Modifications and Waivers
1. This Agreement may be modified only by a written document signed by authorized representatives of both parties.
2. Any waiver of rights by either party under this Agreement is only binding if signed in writing by an authorized representative of the waiving party. A single instance of non-enforcement or waiver of a provision does not constitute a waiver for any other occasion, unless expressly agreed in writing.
3. No course of dealing, course of performance, or usage of trade between the parties shall be used to modify, interpret, supplement, or alter the terms of this Agreement.

Exhibit A
Licensed Products

GAMS/Base

The GAMS/Base product serves as the essential foundation for utilizing the Software, including all associated GAMS/Solvers and GAMS/Solver-Links. This foundational product, available on the Licensor's website at https://www.gams.com/download/, includes the language compiler, Execution System, Application Programming Interfaces (APIs), GAMS Studio (the integrated development environment for GAMS models), several solvers (open and closed source), solver-like utilities (e.g., GAMS/Convert), and numerous other utilities.

GAMS/Base Variants
1. **GAMS-Only** GAMS/Base: A variant of GAMS/Base exclusively for GAMS language models
2. **Runtime** GAMS/Base: A variant of GAMS/Base exclusively for GAMS language models, which does not permit the definition of certain language elements ("Equations") and requires the use of a work file. This is a legacy variant and is no longer offered for new purchases.
3. **No-Solve** GAMS/Base: A version of GAMS/Base is available that restricts the use of certain language elements, specifically the "Solve" command. This variant is intended for use exclusively with GAMS Engine One or GAMS Engine SaaS.
4. **GAMSPy** GAMS/Base: A variant of GAMS/Base that allows access to the Software exclusively through GAMSPy.
5. **GAMSPy++** GAMS/Base: A variant of GAMS/Base that allows access to the Software exclusively through GAMSPy, with the possibility to inject GAMS language segments via the addGAMSCode method.

The GAMS/Base product can be augmented with various Solver products of two main types: GAMS/Solvers and GAMS/Solver-Links.
1. **GAMS/Solver:** A GAMS/Solver connects the GAMS/Base product to a specific Solver and *includes* a license for that solver within the use of the GAMS/Base product. No additional software installation is required, as all listed solvers are part of the standard GAMS installation package and licensed with the GAMS/Base product.
2. **GAMS/Solver-Link:** A GAMS/Solver-Link connects the GAMS/Base product to a specific Solver but *does not include* a license for it. Users may need to connect their solver license to the GAMS system. Use of a GAMS/Solver-Link is contingent upon written confirmation that the user possesses a valid license for the solver library version used in the GAMS/Solver-Link product and agrees to comply with the terms of that license agreement.

GAMS/Solvers and GAMS/Solver-Links

The following Solver-based products are available for the current version:
1. **GAMS/Solvers** (Solver License for use within GAMS/Base included)**:** GAMS/ALPHAECP, GAMS/ANTIGONE, GAMS/BARON, GAMS/CONOPT, GAMS/COPT, GAMS/CPLEX, GAMS/DECIS, GAMS/DICOPT, GAMS/GUROBI, GAMS/IPOPTH, GAMS/KNITRO, GAMS/LINDO, GAMS/LINDOGLOBAL, GAMS/MINOS, GAMS/MOSEK, GAMS/PATH, GAMS/ODHeuristic, GAMS/SBB, GAMS/SNOPT, GAMS/XPRESS (GLOBAL, MINLP, MIP, NLP)
2. **GAMS/Solver-Links** (Requires Separate Solver License): GAMS/COPT-Link, GAMS/CPLEX-Link, GAMS/GUROBI-Link, GAMS/MOSEK-Link, GAMS/XPRESS-Link

Other Products
1. **GAMS/MIRO Connector:** Connects GAMS or GAMSPy models to the GAMS MIRO modules.
2. **GAMS/MPSGE:** Mathematical Programming System for General Equilibrium analysis
3. **GAMS/Secure:** Provides the option for encrypted GAMS source and work files.

Documentation
1. The Software Documentation includes the Release Notes, Installation and License Setup, Tutorials and Examples, GAMS Language and Environment, Solver Manuals, Tools Manuals, and Application Programming Interfaces.
2. All documents are delivered in HTML format.

Platforms
1. Supported Platforms are x86-64 Windows; x86-64 Linux; arm64 Linux; x86-64 macOS; and arm64 macOS.
2. The Release Notes and the Table "Supported Platforms" distributed with the Software show the specific supported Platforms and versions of the Solver products.
3. The Licensor can drop support for a Platform or a Solver.

GAMS Engine
1. GAMS Engine is a distinct, container-based product designed for server deployment on central compute resources, such as on-premise or cloud infrastructure. It runs only on Linux.
2. This product allows for the execution of GAMS and GAMSPy models through a REST Application Programming Interface (API). Users can access this API directly, or via integrated modules like Studio within the GAMS/Base product, and through GAMSPy.
3. GAMS Engine is distributed separately from the GAMS/Base products and is offered in two variants:
    a. GAMS Engine One,
    b. GAMS Engine SaaS.

Exhibit B
License Types

This Exhibit B sets forth the terms, conditions, and restrictions applicable to the specific license models (collectively, "License Types") under which the "Licensed Products" (as defined in Exhibit A of this Agreement) are provided to Licensee.

The specific Licensed Products and the corresponding License Type(s) granted to Licensee are identified in the applicable program (e.g., Academic Program), ordering document, purchase orders, or invoice. Licensee's right to install, access, and use the Licensed Products is strictly limited to the scope, quantity, and restrictions of the specific License Type(s) acquired by Licensee and as further defined in this exhibit.

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1. A Paid-Up License grants the Licensee, upon payment of a one-time, non-recurring License Fee, a non-exclusive, and non-transferable right to use the specific version of the Licensed Product as delivered at the time of purchase.
2. **Local Paid-Up Licenses** shall not expire or terminate (other than for Licensee's breach of this Agreement).
3. **Network Paid-Up Licenses** will cease to function upon the expiration of the Maintenance Term (other than for Licensee's breach of this Agreement).
4. The Licensor offers a Paid-Up License to Academic Licensees at a discount. Such a license may only be used for educational and academic research, not for commercial or production purposes.
5. There are no Paid-Up licenses for GAMS/Base variants that allow the perpetual use of GAMSPy. A time-limited license of the GAMSPy++ GAMS/Base variant for the duration of the Maintenance Term is included in the Paid-Up license.
6. Access to Software Updates, upgrades, new versions, or associated Technical Support Services ("Maintenance") is outlined in **Exhibit C**.

Term-Based License
1. A Term-Based License grants the Licensee a non-exclusive, non-transferable, and time-limited right to access and use the Licensed Product for a defined period ("Subscription Term").
2. A Term-Based License is available as a **Local Term-Based License or as a Network Term-Based License.**
3. This license right is temporary and includes access to all software updates, upgrades, and Technical Support Services made available during the Subscription Term (see **Exhibit C**).
4. All rights granted hereunder to access and use the Licensed Product shall terminate immediately upon the expiration, cancellation, or non-renewal of the Subscription Term.

Evaluation License
1. An Evaluation License is a Software license without size limitations for evaluating the Software for a limited duration.
2. An Evaluation License shall not be used for commercial or production purposes.

Free Licenses
1. **Demonstration License:** A Demonstration License is a Software license provided at no cost and included with the software installation. Size limitations apply, and this license expires after five (5) months.
2. **GAMSPy Academic License:** A free GAMSPy Academic License allows the use of the Software and participating GAMS/Solver and GAMS/Solver-Link products exclusively through GAMSPy without size restrictions and at no cost.
3. **Community License:** A free Community License is a Software license that allows use of the Software at no cost. Size limitations apply.
4. **GAMS Wizard License:** A free GAMS Wizard License is a Software license that allows the use of the Software at no cost. A GAMS Wizard License may only be used by retired or otherwise inactive academic staff.
5. **Course License:** A free Course License allows the use of the Software and participating GAMS/Solver and GAMS/Solver-Link products without size restrictions for the duration of the course for all participants.

6. **Take GAMS with you – Program License:** Recent graduates who have used the Software or GAMSPy during their academic studies are eligible to apply for a complimentary one-year license upon commencing commercial activity. This license includes a GAMS/Base license, is fully unrestricted in model size, includes participating GAMS/Solver and GAMS/Solver-Link product licenses, and Maintenance and Support. There is a limit of one such license per department or employer. The license automatically expires after twelve (12) months and is non-renewable. Upon expiration, the user must either purchase a standard commercial license or uninstall the Software entirely. **Note:** GAMSPy Academic, Community, and GAMS Wizard Licenses expire after twelve (12) months and can be renewed at no cost. All Free Licenses may only be used for educational, academic research, demonstration, and presentation purposes and shall not be used for commercial or production purposes.

Commercial Product Licenses

1. **Local License (L)**: This license operates without an Internet connection and is typically used in secure environments where network isolation ('air-gapped systems') is required. The license is tied to one physical machine.
2. **Network License (N)**: This license requires an active connection to a license server for validation. It is managed by a Network Server (either cloud-hosted by the Licensor or installed locally), which authorizes user access using license tokens. The Software periodically checks these tokens, and access ends automatically if Maintenance and Support or the subscription period expires.
3. **Single-Use License (SU)**
   a. Local License: This license is tied to a specific physical machine and allows one (1) simultaneous use of the Software. The license defines the maximum number of processing cores (threads) that the Software can utilize during that single use. The license remains valid even if the machine on which it runs has more cores than the license specifies.
   b. Network License: This license allows a maximum of one (1) concurrent use, where a "use" is defined as a single container or machine. However, the license is not tied to a specific physical machine or container. The license management is handled by a Network Server, which controls the tokens associated with the license. The Software must periodically connect to this server to check out the necessary tokens. The license defines the maximum number of processing cores (threads) that the Software can utilize during that single use. The license remains valid even if the machine on which it runs has more cores than the license specifies.
4. **Unlimited-Use License (UU):** This license allows running an unlimited number of concurrent processes of the Software on a container or machine. The use of this license is restricted to a specific number of cores (with a default limit of 12), and the license will not function on any machine with more cores than the core count allocated to or purchased with the license. On Linux, there are methods to restrict the number of cores GAMS can use in conjunction with a Network license. Unlimited-Use Licenses are available as Local or Network Licenses.
5. **User-Based License (U):** This license is assigned to a specific, identified individual. This license is for that person's exclusive use and shall not be shared. A User-Based License requires the User to be actively present and to interact with the Software in real-time. The Software is launched either through a graphical user interface (GUI) or from an active command-line terminal (TTY) where the User is logged in. Non-interactive or unattended sessions are prohibited. User-Based Licenses are available as Local or Network Licenses and as Single-Use and Unlimited-Use licenses. Below are some typical examples:
   a. **User Named Local (UNL)**: This Software license is assigned to a specific, named individual user and is tied to a single physical machine.
   b. **User Named Network (UNN)**: This Software license is for an assigned named individual user on a machine with a defined number of cores. The machine may be replaced or reconfigured, including operations within virtualized or containerized environments, provided that only one active session for the licensed user is active at any given time.
   c. If a Named User operation is unfeasible, the Licensor offers a **User Unnamed Network (UUN)** floating license, permitting one unnamed user to run multiple concurrent Software executions on a single machine with a defined number of cores.
6. **Machine-Based License (MB): A** Machine-Based License is tied to a specific machine (such as a server or

VM) and is explicitly designed for non-interactive, unattended, or automated processes (such as API calls or batch jobs) that do not require a user to be present. Below are two typical examples:

    a. Local License (MBL): This Software license applies to one physical machine with a defined number of cores, unlimited concurrent users, and unlimited concurrent processes. Non-interactive or unattended sessions are permitted.

    b. Network License (MBN): This Software license applies to one designated machine with a defined number of cores, unlimited concurrent users, and unlimited concurrent processes. This Software license allows the machine to be replaced or reconfigured, including use in virtualized environments, provided that only one active instance exists at a time.

7. **Engine One – n Workers License**: This Software license is for a single instance of the GAMS Engine One product with a defined number of cores and 'n' (a specified number) of concurrent GAMS Engine workers. For example, an Engine One license for one (1) worker is restricted to a single concurrent use of the Software. Non-interactive or unattended sessions are permitted. Engine One licenses are available as Local or Network Licenses. For Local Licenses, a License matching the host machine's core count must be available.

8. **Application-Specific License**: This Software license permits internal use of the Software as part of, or integrated into, a specific named application. The duration and permitted use are defined in a written agreement between the Licensee and the Licensor.

9. All Commercial Product Licenses are compatible with GAMSPy if they are under Maintenance and Support (see **Exhibit C**).

10. More examples illustrating these license types are available at: https://gams.com/sales/licensing/.

Legacy Licenses

1. **Single-User License:** This license is restricted to an individual (the Licensee) and is intended to run on a local computer and a supported Platform with a defined number of cores on that Platform.

2. **Multi-User/Department (MUD) license:** This license allows several named persons to run the Software on one or more computers with a defined number of cores on the same Platform. It is a bundle of single-user licenses available at a discount. A MUD license is available to departments, workgroups, or project teams where the license is centrally administered.

3. **Machine-Based License:** This license is tied to a specific computer with a defined number of cores on a supported Platform. An unlimited number of users and programs can simultaneously use the Software on the specified computer.

General Rules Applicable to All Product Licenses

1. Licenses for the Software can be used for development, deployment or both. It is permissible to use a license for the Software to develop an application and then use that same license to deploy the application, subject to the specific machine and usage-level limitations and restrictions of the product license the Licensee has purchased.

2. Except for Application-Specific Licenses, the number of applications the Licensee may develop or use with a given Software license is unlimited.

Exhibit C
Maintenance and Support

1. **Definitions**
   a. **Software Releases:** A three-part numbering system identifies Software Releases: 'a.b.c'. 'a' signifies a major release, 'b' a minor release, and 'c' a maintenance release.
      i. Major releases contain substantial changes to the Software.
      ii. Minor releases are primarily issued to provide bug fixes, performance improvements, and maintenance updates for solver libraries. Additionally, they can provide a few new features that do not change existing behavior. Any License Key that works with the initial major release will also work with subsequent minor releases within the same major release.
      iii. Maintenance releases do not provide any new features. They are issued to provide bug fixes, performance improvements, and maintenance releases of solver libraries. Any License Key that works with the initial major release will also work with subsequent maintenance releases within the same major release.
      iv. The Software's major release version determines the license maintenance check date for the Software and remains unchanged across subsequent minor or maintenance releases.
   b. **Right to Discontinue Support for Prior Releases:** The Licensor reserves the right to discontinue developing, modifying, replacing, or adding to a major Software Release at its sole discretion.

2. **Paid-Up Licenses**
   a. The initial payment for the Paid-Up License includes Maintenance and Support for the first year ("Maintenance Term").
   b. After the initial year, the Licensee has the option, but not the obligation, to acquire an additional year of Maintenance and Support. The current cost is twenty percent (20%) of the prevailing price of a Paid-Up License for each module.
   c. Maintenance and Support must cover all of the modules of a Paid-Up License.
   d. Only one node-ID change is permitted for unmaintained, Paid-Up Local Licenses.
   e. Paid-Up Network Licenses will cease to function upon the expiration of the Maintenance Term.
   f. If the Licensee allows their Maintenance and Support services to lapse and subsequently decides to reactivate or update their license by purchasing these services again, the following charges will apply: The Licensee must pay the prevailing annual Maintenance and Support fees, calculated based on the current list price, for all periods during which coverage was absent, plus an additional reasonable reinstatement fee.

3. **During the Subscription/Maintenance Term**
   a. The Licensor warrants that the Software will perform substantially in accordance with its published Documentation, as updated from time to time. However, the Licensor does not warrant that the Software will be error-free in all circumstances.
   b. The Licensor shall make reasonable efforts to correct or devise Workarounds for any Errors in the Software reported by the Licensee and to provide such corrections or Workarounds within a reasonable time frame. Errors will only be corrected in a new Software Release.
   c. The Licensee is entitled to all upgrades to any new release of the licensed product(s) if that release occurs during this period.
   d. The Licensee may transfer the license to a new user, machine (node), or Platform three times during the license term.
   e. The Licensor will use commercially reasonable efforts to provide Maintenance and Support in accordance with the Service Levels defined below.

4. The Licensor publishes updates only for the Software Release with the highest Major release number.

5. The Licensor is not obligated to provide maintenance or support for a Free or Demonstration License.

6. Maintenance and Support are governed by the license and Maintenance and Support terms in force on the date the license was issued or renewed. Should the terms subsequently be changed, the Licensor will inform the Licensee about the new terms in connection with the renewal of the Maintenance and Support subscription, and the new terms shall, as from the renewal date, apply to the future Maintenance and Support and the corresponding license(s).

7. As soon as the Licensor receives sufficient details to isolate or reproduce the issue reported by the Licensee, the Licensor will start an initial assessment and give an estimated timeframe for resolution.

8. Technical support is provided electronically during the Licensor's business hours. These hours are typically 09:00 a.m. – 05:00 p.m. local time (CET and ET), Monday through Friday, aligning with the standard working hours of our support teams in Germany and the United States. Support is unavailable on public holidays and weekends.

9. Service Levels: The following "Service Levels" table indicates response times after the Licensee notifies us of a reproducible issue with the Software. According to this table, a representative of the Licensor will assign a service priority for each support request.

Priority	Description	Examples	Initial Response Target
High	The Software is completely blocked, and there is no apparent Workaround.	License Key failure or segmentation fault for the Software	Within Eight Business Hours
Medium	Non-blocking issue for the Software: a malfunction of one or more GAMS features, though a Workaround is available.	Unexpected slow performance of the Software, failure with specific parameter values for the Software	By the End of the Next Business Day
Normal	All other questions	"How-to" questions, Product suggestions	Within Three Business Days