



### Master Partner Agreement

By signing below, Partner acknowledges and agrees to the terms and conditions of the Master Partner Agreement Terms and Conditions attached hereto, effective as of the last date of signature below ("Effective Date").

Partner:	Primary Contact:
Phone:	Address:
DUNS #:	Email:
Invoicing:	
Phone:	
Email:	
VAT/Certification of Registration/Tax ID:	

This Master Partner Agreement (the "Agreement") is between the Partner identified above and:

- (i) **Neo4j, Inc.**, located at 111 East 5th Avenue, San Mateo, CA 94401 USA (if Partner is located in North, South or Central America); or
- (ii) **Neo4j Sweden AB**, located at Nordenskiöldsgatan 24, 6th Floor, 211 19 Malmö, Sweden [VAT Registration No.: SE556713110601; Govt. UID 556713-1106], (if Partner is located in Europe, Middle East, Africa, APAC or India).

The applicable Neo4j entity is referred to herein as "Neo4j"

Subject to the terms and conditions of the Agreement, Partner may resell Products in the following "Territory" (check all that apply): <input type="checkbox"/> USA Federal; <input type="checkbox"/> USA & Canada; <input type="checkbox"/> Mexico, Caribbean, Central and South America; <input type="checkbox"/> Europe; <input type="checkbox"/> Middle East; <input type="checkbox"/> Africa; <input type="checkbox"/> India; <input type="checkbox"/> Australia and New Zealand; <input type="checkbox"/> Asia Pacific excluding Australia, New Zealand, and India. ; <input type="checkbox"/> Other (add detail in Special Terms below)	
Special Terms (if applicable):	
Partner Program Annual Fees:	USD/EURO 1,995.00
<ul style="list-style-type: none"> <li>Reseller Program: <input type="checkbox"/> Terms: <a href="http://neo4j.com/terms/partner-reseller-terms">neo4j.com/terms/partner-reseller-terms</a></li> <li>Referral Program: <input type="checkbox"/> Terms: <a href="http://neo4j.com/terms/partner-referral-schedule">neo4j.com/terms/partner-referral-schedule</a></li> <li>Technology Partner Program: <input type="checkbox"/> Terms: <a href="https://neo4j.com/terms/technology-partner-program-agreement/">https://neo4j.com/terms/technology-partner-program-agreement/</a></li> </ul>	
If a PO is required, please submit all required vendor registration onboarding forms to AR@neo4j.com	

Neo4j:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

PARTNER:

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Master Partner Agreement Terms and Conditions

**1. TERRITORY AND RESPONSIBILITIES.** This Agreement (as defined below) shall apply to activities in the Territory identified in the Master Partner Agreement. Partner may resell the Neo4j Software (as defined below), and Services (as defined below) and/or deliverables provided by Neo4j (the “**Product(s)**”) under the applicable Neo4j order form (the “**Order Form**”) only in the Territory on a non-exclusive basis. Partner shall not proactively solicit any business for the Products outside the Territory and agrees to refer to Neo4j any request for Products that originate outside the Territory. Each party shall appoint a representative to supervise the performance of its obligations under this Agreement. The representative shall provide professional and prompt liaison with the other party and have the necessary expertise and authority. Unless otherwise agreed by the parties in writing, each party shall bear its own costs and expenditures incurred in connection with the activities contemplated herein. “**Agreement**” means the Master Partner Agreement, Master Partner Agreement Terms and Conditions and any Order Forms, addenda, exhibits, schedules and appendices thereto. “**Neo4j Software**” means any software or SaaS offering identified in Neo4j’s Product price list as amended from time to time including any updates or upgrades thereto and any related application programming interfaces (APIs). “**Service(s)**” refers to implementation services, training or consulting services performed by Neo4j or its authorized representatives

**2. PAYMENTS & TAXES.** Partner will pay Neo4j the Partner Program Annual Fee as specified. The first year’s Partner Program Annual Fee are due on the Effective Date of this Agreement. Thereafter, Neo4j will invoice Partner the then current Partner Program Annual Fee annually in advance on each anniversary of the Effective Date of this Agreement. Any payments to be made to Neo4j shall be made in the currency listed in the applicable Order Form and shall be due in full within thirty (30) days after receipt of invoice, or as otherwise stated on an applicable Order Form, without any set-off or counterclaim of any kind. **All fees are non-cancellable and non-refundable.** If not paid when due, the payments shall be subject to interest at the rate of one and a half percent (1.5%) per month, subject to the maximum rate allowed by applicable law, calculated from the date when payment becomes overdue, until the date when payment is received. Partner shall pay or reimburse Neo4j for all applicable sales, use, value added or other similar taxes or customs duties by virtue of this Agreement or Order Form under this Agreement, exclusive of taxes based on the net income of Neo4j. Unless otherwise agreed in writing, prices do not include sales, use, value added or other similar taxes, customs duties or fees, all of which are additional and such items are the sole obligation of Partner, regardless of the method of delivery or whether such items were included in any invoice previously sent to Partner by Neo4j. If any such tax or customs duty is found to be applicable to Neo4j, the appropriate amount of tax or duty shall be invoiced to and paid by Partner to Neo4j on the same terms as applied to the original payment. Partner should therefore make the necessary provision for this in the price quoted to Partner’s current or prospect customer defined in an Order Form (the “**End Customer**”), or explicitly pass on this responsibility to the End Customer.

### **3. INTERNAL USE OF THE NEO4J SOFTWARE.**

**3.1 Non-Commercial License.** Subject to the terms and conditions of this Agreement, Neo4j grants to Partner a non-exclusive and non-transferable license to use the Neo4j Software in the Territory solely for the following purposes: (i) evaluating, testing, certification, marketing, promoting and demonstrating the use of the Neo4j Software to End Customers; and (ii) to train Partner employees on the Neo4j Software (“**Non-Commercial License**”). Partner may not, without Neo4j’s prior written consent, install a copy of the Neo4j Software on any computers that are not owned or in the possession of Partner. Except as may be permitted pursuant to Section 3.3 below, in no event shall Partner reverse engineer, distribute or otherwise use the Products for any other use, including but not limited to, its own internal use. There are no implied rights.

**3.2 API License.** Subject to the terms and conditions of this Agreement, the license shall be used solely for internal non-commercial trainings of Partner resources, combined with a non-exclusive license to the Neo4j application programming interface (the “**Neo4j API**”) so that Partner may integrate Partner’s solutions, software or hardware applications with the Neo4j API in connection with licenses to any Partner’s End Customers and for support and maintenance purposes as necessary to interface the Partner’s products and services with the Neo4j Software.

**3.3 Additional Rights & Product Changes.** The parties may agree on rights of use in addition to those granted pursuant to Sections 3.1 and 3.2. The respective

license grant shall be listed in the applicable Order Form(s), addenda, Schedules and Appendices to the Agreement. Neo4j reserves the right from time to time, in its absolute discretion without incurring any liability to Partner, to change the specifications and to make enhancements and modifications to the Products and to discontinue, terminate or limit deliveries of the Products.

**3.4 License Restrictions.** Partner shall not and shall not allow or assist any third party to and shall not authorize or encourage its users to (i) modify, adapt, translate, create derivative works of, reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of any part of the Product(s) or any header files or class libraries contained in any part of the Product(s), (ii) rent or lease any part of the Product(s) or include any part of the Product(s), or otherwise encumber the Product(s) with any lien or grant a security interest in the Product(s), or (iii) remove, alter, or obscure any proprietary rights notices contained in or affixed to the Product(s) or develop programs based on the Product(s). During the term of this Agreement and for twelve (12) months following termination of the Agreement, Partner may not develop, market, distribute, offer or sell any services or support for any open source version of the Neo4j Software (the “**Neo4j Open-Source Products**”), derivative works of such Neo4j Open-Source Products, or any Partner software code made to work with Neo4j Open-Source Products (including, without limitation, hosting services, training, technical support, configuration and customization services, etc.). Partner will not fork or bifurcate the source code for any Neo4j Open-Source Products into a separately maintained source code repository so that development done on the original code requires manual work to be transferred to the forked software or so that the forked software starts to have features not present in the original software. During the term of this Agreement, Partner will not accept work, enter a contract, or accept an obligation inconsistent or incompatible with Partner’s obligations, or the scope of services to be rendered for Neo4j, under this Agreement.

### **4. NEO4J PARTNER/ENABLEMENT PROGRAM, REGISTRATION & TRAINING.**

**4.1 Neo4j Enablement Program.** The Neo4j Partner Portal has details on partner enablement options and resources. This includes access to the Partner Learning Management system, reference architectures, demos, sales, and marketing content.

**4.2 Neo4j Partner Program.** Neo4j operates a program for qualified Neo4j partners, which entails various program benefits, rights and obligations of Partner and Neo4j that are associated with the applicable partner tier (Gold and Platinum) as set forth here: <https://neo4j.com/terms/partner-program-benefits-requirements/>.

**4.3 Registration Process.** Partners can register sales opportunities with Neo4j by logging into the Neo4j Partner Portal and following the steps in the Deal Registration section of the Portal. If Neo4j determines that the sales prospect is not acceptable, it will notify Partner accordingly. Neo4j and Partner will review the status of each registered opportunity every sixty (60) days. Changes, if any, shall be made upon mutual agreement. Notwithstanding the foregoing, Neo4j may change the status to expired, if in Neo4j’s reasonable opinion Partner has not taken adequate action on the opportunity. Non-compliance with the registration process identified herein may result in non-payment of compensation to Partner.

**4.4 Training.** Partner shall ensure that each member of Partner’s staff engaged in selling the Products, including sales representatives and sales engineers, is trained and certified by Neo4j within 30 days of engagement with an End Customer. Partner pre-sales and post-sales personnel must be certified at the level appropriate and designated to their respective project role at an End Customer project. At a minimum, all resources shall be certified as set out in the Neo4j Partner Program.

**4.5 Notification of Changes.** Neo4j will provide Partner with advance written notice of any changes in the Partner program benefits and requirements.

**5. INTELLECTUAL PROPERTY.** All intellectual property rights (including without limitation all copyright and trademark rights) in the Products and all Documentation and other works related thereto shall remain the sole and exclusive property of Neo4j and/or its licensors. “**Documentation**” means Neo4j’s standard, generally available written user documentation and/or handbooks that describe the design, functions, operation, or use of the Product. Except for the limited license rights expressly granted in this Agreement, Partner is not granted any right, title or interest in and to the Products or any deliverables from the related Services. Partner acknowledges that the Products, any other

deliverable or any third-party product distributed hereunder or developed by Neo4j alone or jointly with Partner, if any, is the proprietary and confidential information of Neo4j (or its Affiliates (as defined below) or third parties) and is protected by all intellectual property laws, including copyright and trade secret law. Partner agrees not to remove or destroy any proprietary markings or logos and legends placed upon or contained within the Products. Neither party shall be entitled to use the other party's trademarks, corporate names, product names or logos, including but not limited their use in any stationery, marketing material, or other documents, except for the purposes of informing the public and promoting the business relationship between the parties as set out in this Agreement or with specific prior written approval. "Affiliate" means any individual, corporation, partnership, or business entity that controls, is controlled by, or is under common control by an entity with an ownership of more than 50% of the voting shares.

**6. CONFIDENTIAL INFORMATION.** Both parties agree to protect the confidential and/or proprietary information and materials ("**Confidential Information**") of the other party and not to distribute, disclose, or allow access to Confidential Information, in whole or in part, to any other entity or person, without the prior written consent of the other party. If a party is required by law, regulation or court order to disclose Confidential Information, disclosing party shall promptly inform the other party of such prior to any required disclosure and cooperate with the other party in seeking any relief sought, and shall only make such limited disclosure of Confidential Information as necessary and not more, to be compliant therewith. The parties shall similarly ensure that their employees and other representatives are legally bound by confidentiality obligations as protective as those herein. The Product(s) is confidential and proprietary to Neo4j and the provisions of this Agreement protecting such are in addition to and not in lieu of the protections afforded under applicable law, including patent, trade secret, copyright protection and otherwise. Upon termination of the Agreement, Partner shall immediately return to Neo4j any Confidential Information.

**7. WARRANTY DISCLAIMER.** NEO4J PROVIDES WARRANTIES DIRECTLY TO THE END CUSTOMER AND MAKES NO WARRANTIES UNDER THIS AGREEMENT, EITHER EXPRESS OR IMPLIED.

**8. INDEMNIFICATION.**

**8.1 By Partner.** Partner will indemnify, defend and hold Neo4j harmless from and against any and all third party claims, suits, actions, demands and proceedings against Neo4j and all losses, costs and liabilities related thereto arising out of or related to any negligence by Partner or any other act or omission of Partner, including without limitation, any breach of this Agreement by Partner or arising out of any breach by Partner of any services agreement between Partner and any third party or any representations or warranties made by Partner regarding Neo4j and/or Product(s).

**8.2 By Neo4j.** Neo4j will defend Partner against any claim, demand, suit or proceeding made or brought against Subscriber by a third-party alleging that Partner's use of the Products infringes on such third party's intellectual property rights (a "**Claim Against Partner**"), and will indemnify Partner against and pay any damages, attorney fees and costs finally awarded against Partner, or amounts awarded under a settlement against Partner and approved by Neo4j in writing, provided Partner (a) promptly gives Neo4j written notice of the Claim Against Partner, (b) gives Neo4j sole control of the defense and settlement of the Claim Against Partner and (c) gives Neo4j all reasonable assistance, at Neo4j's expense. If Neo4j receives information about an infringement claim related to the Products, Neo4j may in its discretion and at no cost to Partner (i) modify Products so they are no longer claimed to infringe, (ii) obtain a license for Partner's continued use of the Products in accordance with this Agreement, or (iii) terminate Partner's rights under this Agreement with respect to such allegedly infringing Products. The above obligations do not apply if (1) the allegation does not state with specificity the Products are the basis of the Claim against Partner, (2) a Claim Against Partner arises from the use or combination of the Products or any part thereof with other technologies, products or services not provided by Neo4j if use of the Products would not infringe without such combination, (3) the Claim against Partner arises from an Order Form for which there is no charge, (4) the Claim against Partner is based on a modification of the Products by anyone other than Neo4j; or (5) Partner is in breach of this Agreement.

**9. LIMITATION OF LIABILITY.**

9.1 IN NO EVENT SHALL NEO4J OR PARTNER, OR THEIR RESPECTIVE AFFILIATES, BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY PUNITIVE, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF

ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OR FAILURE TO PERFORM THIS AGREEMENT, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.2 EXCEPT WITH RESPECT TO (I) A PARTY'S BREACH OF ITS OBLIGATIONS UNDER SECTION 6 (CONFIDENTIAL INFORMATION), (II) NEO4J'S OBLIGATIONS UNDER SECTION 8.2 (INDEMNIFICATION BY NEO4J), (III) AMOUNTS PAYABLE BY PARTNER UNDER THIS AGREEMENT AND EACH ORDER FORM, (IV) PARTNER'S INDEMNIFICATION OBLIGATIONS AND (V) VIOLATION OF THE INTELLECTUAL PROPERTY RIGHTS OF THE OTHER PARTY, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE CUMULATIVE LIABILITY UNDER ANY ORDER FORM EXCEED THE AMOUNT PAID OR PAYABLE BY PARTNER TO NEO4J UNDER THIS AGREEMENT FOR THE PRODUCTS DELIVERED AND/OR MADE AVAILABLE TO AN END CUSTOMER UNDER SUCH ORDER FORM FOR THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE FIRST EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATION OF LIABILITY IS INDEPENDENT OF ANY EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY SET FORTH IN THIS AGREEMENT.

9.3 EACH PARTY AGREES THAT THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS ARE A REASONABLE ALLOCATION OF THE RISK BETWEEN THE PARTIES AND WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS IN ITS ESSENTIAL PURPOSE.

**10. INSURANCE.** Partner shall secure sufficient and adequate insurance coverage against all injury, death, damage to property and financial and consequential losses at levels and with insurance carriers suitable for matters under this Agreement. Partner shall provide adequate information and evidence of the existence of such insurance coverage as may be requested by Neo4j.

**11. TERM AND TERMINATION.**

**11.1 Term.** This Agreement will commence on the Effective Date and remain in effect for a period of one (1) year. Thereafter, this Agreement will automatically renew at additional one (1) year periods unless either party provides at least sixty (60) days prior written notice to the other party of its intent not to renew.

**11.2 Termination.** This Agreement and any individual Schedules may be terminated by a party for cause immediately if (a) the other party ceases to do business, or otherwise terminates its business operations; or (b) the other party materially breaches any material provision of this Agreement and fails to cure such breach within thirty (30) days of written notice describing the breach. Neo4j may terminate this Agreement at any time by providing Partner with ninety (90) days written notice or immediately, at Neo4j's discretion, upon (i) the inability of Partner to pay its debts when due, (ii) the filing of a bankruptcy petition, receivership or assignment for benefit of creditors initiated by or against Partner, or (iii) the appointment of a trustee, receiver or such like person for Partner.

**11.3 Effect of Termination.** Upon termination of this Agreement by either party (a) all rights and licenses of Partner hereunder will terminate and Partner shall cease all communications with End Users regarding the Products but Neo4j Software licenses granted to an End User prior to termination will continue in effect pursuant to the terms of the End User's paid for subscription terms; and (b) each party will immediately return to the other party all Confidential Information in its possession, custody or control in whichever form held (including all copies or embodiments of the Confidential Information) and will cease using any trademarks, service marks and other designations of the other party; and (c) Partner shall pay to Neo4j all outstanding fees. To remove all doubt, Partner will not be entitled to any additional remuneration, or reimbursement of any expenses based on the expiration or termination of this Agreement. An addendum to this Agreement may specify additional effects of termination of this Agreement. After any termination of this Agreement, Neo4j shall not be restricted in any manner from licensing or contracting with End Customer and Neo4j may directly or indirectly through another Neo4j Partner undertake to work with any End Customer of Partner. Any provision intended to continue after termination shall not be affected by the termination of this Agreement.

**12. AUDIT RIGHTS.** Partner will, during this Agreement and for a period of one (1) year after termination, maintain records relating to its performance under this Agreement. Partner agrees that Neo4j, upon at least ten (10) days prior written notice during business hours may at its own cost and expense directly or through an agent inspect such accounts, records and other information as may be required to verify Partner's compliance with this Agreement. The cost of the audit will be borne by Neo4j unless the audit reveals an underpayment by Partner to Neo4j, in which case Partner will immediately pay the amount of the underpayment and will pay for the cost of the audit.

**13. PUBLICITY.** Solely for marketing and promotional purposes and notwithstanding anything in Section 5.2, Partner agrees that Neo4j may identify Partner as a Neo4j business partner in Neo4j's promotional, marketing or other materials and refer to Partner by name, trade name and trademark as applicable. Partner may include the Neo4j approved partner logo badge on Partner's website in accordance with the Neo4j trademark usage guidelines. All marketing activities are subject to approval by both Partner and Neo4j.

**14. NON-SOLICITATION.** Each party agrees that during the existence of the Agreement and for a period of twelve (12) months thereafter, it shall not solicit any employee or other representative of the other without such party's prior written consent. If Neo4j provides Partner with the name or contact information of an individual or organization that has made inquiries regarding the Software or related services (each such individual or organization, a "Lead"), Partner shall not during the term of the Agreement and for twelve (12) months after its termination engage in any business activities that directly or indirectly compete with the Software and related services to such Lead.

**15. INJUNCTIVE RELIEF.** Each party acknowledges and agrees that any breach of its obligations with respect to Confidential Information and Intellectual Property Rights may cause substantial harm to the other party that could not be remedied by payment of damages alone. Accordingly, the other party will be entitled, in addition to any other rights or remedies, to seek injunctive relief in any jurisdiction where damage may occur.

**16. EXPORTS.** Partner shall comply with all applicable export control laws, rules, and regulations with respect to its use of the Product, including the Export Administration Regulations promulgated by the U.S. Department of Commerce. Without limiting the foregoing, Partner shall not export or re-export all or any part of the Product without Neo4j's prior written consent.

**17. MISCELLANEOUS.** Each party shall comply with all laws, rules, ordinances, decrees and regulations applicable to its activities under this Agreement. The relationship between the parties is that of independent contractors and nothing contained in this Agreement will be construed to constitute as agents, partners, joint ventures, or otherwise as participants in a joint undertaking. This Agreement

is non-exclusive and either party may enter into similar agreements with other parties. All notices shall be in writing and addressed to the registered office of the parties or to such address as a party provides in writing to the other party by certified or registered mail, courier, fax or by email. Partner shall not have any right or ability to assign, transfer, or sublicense any obligation or benefit under this Agreement and any attempt to do so shall be void. Except for Partner's payment obligations hereunder which shall be made as soon as practicable in light of a force majeure event, neither party shall be liable to the other party or any third party for failure or delay in performing its obligations under this Agreement if such failure or delay is due to any cause beyond the control of the party concerned, including, without limitation, acts of God, governmental orders or restrictions, fire, or flood, provided that upon cessation of such events such party shall thereupon promptly perform or complete the performance of its obligations. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. This Agreement supersedes all proposals, oral or written, all negotiations, conversations, or discussions between or among parties relating to the subject matter of this Agreement and all past dealing or industry custom. No changes or modifications or waivers are to be made to this Agreement unless evidenced in writing and signed for and on behalf of both parties. If any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement shall be governed by and construed in accordance with the laws of the State of California (without regard to the conflicts of laws provisions thereof or the UN Convention on the International Sale of Goods). Unless otherwise elected by Neo4j in writing, the sole jurisdiction and venue for actions related to the subject matter hereof shall be the state and U.S. federal courts located in California, and both parties consent to the jurisdiction of such courts; provided that without limiting Neo4j's right to seek injunctive or other equitable relief in court, either party may elect (by written notice given prior filing a complaint or, in the case of the defendant, prior to answering a complaint) to resolve a dispute by binding arbitration in the English language in San Francisco, California under the rules of JAMS; the decision of the arbitrator will be enforceable in any court. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.