



## NEO4J SUBSCRIPTION AGREEMENT

Last updated: March 19, 2021

**IMPORTANT – CAREFULLY READ ALL THE TERMS AND CONDITIONS OF THIS NEO4J SUBSCRIPTION AGREEMENT (THIS “AGREEMENT”). BY AGREEING TO AN ORDER FORM INCORPORATING THIS AGREEMENT, CLICKING “I ACCEPT”, “CREATE” OR PROCEEDING WITH THE INSTALLATION OF THE NEO4J ENTERPRISE SOFTWARE (“SOFTWARE”), OR USING THE SOFTWARE YOU AS AN AUTHORIZED REPRESENTATIVE OF YOUR COMPANY ON WHOSE BEHALF YOU INSTALL AND/OR USE THE SOFTWARE (“SUBSCRIBER”) ARE INDICATING THAT YOU HAVE READ, UNDERSTAND AND ACCEPT THIS AGREEMENT WITH NEO4J, AND THAT YOU AGREE TO BE BOUND BY ITS TERMS. IF YOU DO NOT AGREE WITH ALL OF THE TERMS OF THIS AGREEMENT, DO NOT INSTALL, COPY OR OTHERWISE USE THE SOFTWARE. THE EFFECTIVE DATE OF THIS AGREEMENT SHALL BE THE SUBSCRIPTION START DATE INDICATED ON THE ORDER FORM (“EFFECTIVE DATE”).**

This Agreement is between the Subscriber identified on the applicable Order Form and:

(i) **Neo4j, Inc.**, located at 111 East 5th Avenue, San Mateo, CA 94401 USA (if Subscriber 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 Subscriber is located in Europe, Middle East, Africa, APAC or India).

The applicable Neo4j entity is referred to herein as “**Neo4j**”.

### 1. Scope of Agreement.

- 1.1. **Software and Services.** This Agreement sets forth the terms and conditions under which Subscriber or its Affiliates may purchase from Neo4j or its Affiliates: (i) subscription licenses to use the Software; (ii) support and maintenance services (“**Support Services**”); and (iii) implementation services, training or consulting services performed by Neo4j or its authorized representatives (“**Consulting Services**”). Support Services and Consulting Services, referred to herein collectively as “**Services**.”
- 1.2. **Order Forms and Statements of Work.** The Software and Services ordered by Subscriber for the Project will be specified in one or more Order Forms and or statement(s) of work (“**SOW**”). Each Order Form or SOW, when executed by an authorized representative of the parties (or by an authorized representative of the appropriate Affiliate), shall constitute a separate agreement between the parties executing such Order Form or SOW, except for any provisions herein which are specifically excluded or modified in the Order Form or SOW, and each such Order Form or SOW shall be subject to all of the terms and conditions of this Agreement. For purposes of any Order Form or SOW executed by an Affiliate of Neo4j, the term “Neo4j” as used throughout this Agreement shall mean the Affiliate that has executed such Order Form or SOW. Similarly, for the purposes of any Order Form or SOW executed by an Affiliate of Subscriber, the term “Subscriber” as used throughout this Agreement shall mean the Affiliate that has executed such Order Form or SOW.
2. **Software License Grant.** Subject to Subscriber’s compliance with the terms and conditions of this Agreement and solely during the term and for the metrics set forth in the applicable Order Form, Neo4j hereby grants Subscriber a non-exclusive revocable, non-transferable, non-sublicensable, internal license either on Subscriber’s premises or as hosted in Subscriber’s cloud environment, to use, perform, publicly display, and reproduce the Software solely for Subscriber’s business purposes in accordance with the Documentation.
- 2.1. **Delivery.** Following execution of this Agreement, Neo4j shall enable Subscriber to download the Software from the Site, or shall otherwise make the Software electronically available to Subscriber. The Software is deemed accepted by Subscriber upon Neo4j making the Software (or the relevant update or upgrade) available to Subscriber. The Software will be made available to Subscriber under this Agreement in object code only; no source code is provided to Subscriber under this Agreement.
- 2.2. **Restrictions.** Subscriber may not, and will not permit or induce any third party to: (i) decompile, reverse engineer, disassemble or otherwise attempt to reconstruct or discover the source code, underlying ideas or algorithms of any components of the Software; (ii) alter, modify, translate, adapt in any way, or prepare any derivative work based upon the Software; (iii) rent, lease, sublicense, sell, distribute or otherwise transfer the Software or any copy thereof; (iv) use the Software to operate a service-bureau; (v) remove any proprietary notices from the Software or any Documentation or other materials furnished or made available hereunder; or (vi) run or use any version or edition of the Neo4j software licensed under the AGPL, AGPLv3 with Commons Clause, GPL or any other open source license (including, without limitation, the Community or Enterprise editions) in the same Project or system identified on an Order Form in which Subscriber uses or has used the Software licensed hereunder, during the term of the Agreement and for thirty-six (36) months thereafter.

- 2.3. **Proprietary Rights.** Neo4j or its licensors retain all right, title and interest in and to the Software and related Documentation and materials, including, without limitation, all patent, copyright, trademark, and trade secret rights, embodied in, or otherwise applicable to the Software, whether such rights are registered or unregistered, and wherever in the world those rights may exist. Subscriber shall not commit any act or omission, or permit or induce any third party to commit any act or omission inconsistent with Neo4j's or its licensors' rights, title and interest in and to the Software and the intellectual property rights embodied therein or applicable thereto. All materials embodied in, or comprising the Software, including, but not limited to, graphics, user and visual interfaces, images, code, applications, and text, as well as the design, structure, selection, coordination, expression, "look and feel", and arrangement of the Software and its content, and the trademarks, service marks, proprietary logos and other distinctive brand features found in the Software ("**Neo4j Marks**"), are all owned by Neo4j or its licensors; Subscriber is expressly prohibited from using or registering the Neo4j Marks. Title to the Software shall not pass from Neo4j to Subscriber, and the Software and all copies thereof shall at all times remain the sole and exclusive property of Neo4j. Subscriber shall reproduce all copyright and other proprietary notices in all copies of the Software. If Subscriber is permitted use of the Neo4j Marks, such use shall comply with the Neo4j Trademark Guidelines then in effect.
- 2.4. **Reservation of Rights.** All rights not expressly granted to Subscriber are reserved.
- 2.5. **Open Source Software.** Subscriber acknowledges that third party open source software, not included as part of the defined term Software hereunder ("**Open Source Software**") is utilized with or otherwise provided with the Software. Subscriber's use of the Open Source Software is subject to the applicable third party license terms which can be viewed at [www.neo4j.com/thirdpartylicenses](http://www.neo4j.com/thirdpartylicenses). Open Source Software is not licensed to Subscriber under the terms of this Agreement. If Subscriber does not agree to abide by the applicable license terms for the Open Source Software, then Subscriber may not access or use the Software or the Open Source Software. Neo4j represents and warrants that the Open Source Software, when used as delivered by Neo4j and unmodified by Subscriber, does not require Subscriber to disclose, license, or make available at no charge any material proprietary source code that embodies any of Subscriber's intellectual property rights.
- 2.6. **Certification.** The Software has usage limitations based on metrics ("**Quantity**") as set forth on the Order Form. Subscriber shall maintain accurate records based on the Quantity actually used by Subscriber ("**Actual Use**") and shall make such information promptly available to Neo4j upon request. Subscriber agrees to certify the Actual Use in writing upon Neo4j's written request, not more than one (1) time each year. If Subscriber's Actual Use exceeds the applicable Quantity, Subscriber shall, upon receipt of Neo4j's invoice, pay additional fees on a proportionate basis for the excess use of the applicable Quantity, for prior excess use and for the remainder of the term. If Subscriber does not agree, Neo4j may end Support Services, Software licenses and/or this Agreement. Subscriber agrees that Neo4j shall not be responsible for any of Subscriber's costs incurred in cooperating with the certification.
3. **Services.**
- 3.1. **Support Services.** By executing an Order Form for the Software and paying the applicable Software subscription fees, Subscriber is entitled to receive Support Services at the Support Services level indicated on the Order Form. Neo4j will provide Support Services in accordance with Neo4j's then-current Support Services terms, as further specified on the Site at <http://www.neo4j.com/support-terms/> (the "**Support Site**"), which terms form an integral part of this Agreement and are incorporated herein by reference ("**Support Services Terms**").
- 3.2. **Consulting Services.** Neo4j will provide the Consulting Services set forth on an Order Form or SOW pursuant to the terms of **Exhibit A ("Consulting Services Terms")**.
4. **Fees & Payment Terms.**
- 4.1. **Software Subscription Fees.** The subscription fees payable by Subscriber for the Software subscription and the applicable subscription period, will be set forth in each Order Form. Fees shall be paid in advance as set forth in the applicable Order Form and in accordance with the payment terms in Section 4.3 below.
- 4.2. **Services Fees.** The fees payable by Subscriber for any Support Services are included in the Software subscription fees. The level of Support Services provided to Subscriber as set forth in the Support Services Terms, will be determined by the specific Software product licensed to Subscriber as set forth in each Order Form. The fees payable by Subscriber for any Consulting Services are set forth on each Order Form/SOW, as applicable, and shall be paid on the dates set forth therein.
- 4.3. **Payment Terms.** All payments under this Agreement shall be made within thirty (30) days of invoice date in currently available funds or as otherwise set forth in an Order Form or SOW. Payments may be made by check, wire transfer, or by such other means as Neo4j may specify from time-to-time. Unless otherwise expressly agreed by Neo4j and specified in the applicable Order Form or SOW, all fees are payable in the currency of the United States of America. All fees specifically exclude (and Subscriber is responsible for) any and all applicable sales, use and other taxes, other than taxes based on Neo4j's income. If all or any part of any payment owed to Neo4j under this Agreement is withheld, based upon a claim that such withholding is required pursuant to the tax laws of any country or its political subdivisions and/or any tax treaty between the U.S. and any such country, such payment shall be increased by the amount necessary to result in a net payment to Neo4j of the amounts otherwise payable under this Agreement. Any amounts

due under this Agreement which are not paid within thirty (30) calendar days of their due date shall be subject to a late payment charge of the lower of: (i) one and one half percent (1.5%) per month (and shall thereafter bear interest at a rate of eighteen percent (18%) per annum until paid); and (ii) the highest interest rate permitted by applicable law. Each party is responsible for its own expenses under this Agreement. Except as otherwise set forth herein, all fees payable under this Agreement are non-refundable and non-cancellable.

- 4.4. **Changes to Fees.** Fees in each Order Form may be changed effective for a renewal subscription term on Neo4j's written notice to Subscriber. Subscriber may elect not to renew an Order Form for another subscription term in accordance with the terms of Section 9.1 if Subscriber does not agree to the changed fees.

- 4.5. **Resellers and Payment Processors.** Subscriber may elect to purchase certain Software and/or Services through an authorized reseller ("**Reseller**") or elect to pay for the Software through a third party that processes Subscriber's payments (each a "**Payment Processor**"). Subscriber's obligation for payment to, and relationship with, such Reseller or Payment Processor is between Subscriber and such Reseller or Payment Processor. If Subscriber elects to use a Reseller or Payment Processor in connection with the Software and/or Services, Subscriber acknowledges and agrees that: (a) information about Subscriber, this Agreement and any orders may be disclosed to such Reseller or Payment Processor; (b) the termination provisions below will also apply if Subscriber's Reseller or Payment Processor fails to pay applicable fees; and (c) Reseller is not authorized to make any changes to this Agreement or otherwise authorized to make any warranties, representations, promises or commitments on behalf of Neo4j or in any way concerning the Software or Services.

## 5. Confidentiality & Publicity.

- 5.1. **Confidentiality.** "**Confidential Information**" means any proprietary information that is marked "confidential" or "proprietary" or any other similar term or in relation to which its confidentiality should by its nature be inferred or, if disclosed orally, is identified as being confidential at the time of disclosure and, within two (2) weeks thereafter, is summarized, appropriately labeled and provided in tangible form, received by the other party during, or prior to entering into, this Agreement including, without limitation, the Software and any non-public technical and business information. Confidential Information does not include information that (i) is or becomes generally known to the public through no fault of or breach of this Agreement by the receiving party; (ii) is rightfully known by the receiving party at the time of disclosure without an obligation of confidentiality; (iii) is independently developed by the receiving party without the use of the disclosing party's Confidential Information; or (iv) the receiving party rightfully obtains from a third party without restriction on use or disclosure. Subscriber and Neo4j will maintain the confidentiality of Confidential Information. The receiving party of any Confidential Information of the other party agrees not to use such Confidential Information for any purpose except as necessary to fulfill its obligations and exercise its rights under this Agreement. The receiving party shall protect the secrecy of and prevent disclosure and unauthorized use of the disclosing party's Confidential Information using the same degree of care that it takes to protect its own confidential information and in no event shall use less than reasonable care. The receiving party may disclose the Confidential Information of the disclosing party if required by judicial or administrative process, provided that the receiving party first provides to the disclosing party prompt notice of such required disclosure (to the extent allowed) to enable the disclosing party to seek a protective order. Upon termination or expiration of this Agreement, the receiving party will destroy (and provide written certification of such destruction) the disclosing party's Confidential Information.

- 5.2. **Publicity.** During the term of this Agreement, Subscriber hereby agrees that Neo4j shall have the right to include Subscriber's name and logo as a customer who uses the Software or Services on the Site and in other marketing materials promoting the Software or Services. Subscriber may opt-out by sending an email to [marketing@neo4j.com](mailto:marketing@neo4j.com).

## 6. Warranties & Disclaimer of Warranties.

- 6.1. **General Representations and Warranties.** Each party represents and warrants to the other party that: (i) it has the full power and authority to enter into this Agreement and to carry out its obligations under this Agreement; and (ii) it has complied, and will in the future comply, with all laws, rules and regulations applicable to it in connection with its execution, delivery and performance of this Agreement.
- 6.2. **Software Warranty.** Neo4j represents and warrants to Subscriber only that the Software will materially conform to Neo4j's Documentation for a period of ninety (90) calendar days from the date the Software is first made available to Subscriber under Section 2.1 (Delivery) above. Subscriber's sole and exclusive remedy, and Neo4j's sole and exclusive liability for any breach of this warranty will be, at Neo4j's sole discretion, to either fix the Software to remedy the defect or refund the applicable Software subscription fees paid by Subscriber for the Software, in each case on condition that Subscriber promptly notifies Neo4j in writing of any alleged breach of this warranty within such ninety (90) calendar day period. This warranty is null and void to the extent the Software: (i) fails to conform with this warranty as a result of its use with any third party hardware, software, or services; or (ii) is used other than in accordance with the Documentation, or is otherwise used in breach of this Agreement.
- 6.3. **Disclaimer of Warranties.** EXCEPT AS EXPRESSLY SET FORTH ABOVE IN THIS SECTION 6 AND TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW : (I) THE SOFTWARE AND SERVICES ARE PROVIDED TO SUBSCRIBER ON AN "AS IS" BASIS, WITH ANY AND ALL FAULTS, AND WITHOUT ANY WARRANTY OF ANY

KIND; AND (II) NEO4J EXPRESSLY DISCLAIMS ALL IMPLIED OR STATUTORY WARRANTIES INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. NEO4J DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SOFTWARE OR SERVICES WILL BE CORRECTED.

## **7. Mutual Indemnification.**

- 7.1. **Indemnification by Neo4j.** Neo4j will defend Subscriber against any claim, demand, suit or proceeding made or brought against Subscriber by a third-party alleging that Subscriber's use of the Software or Services infringes or misappropriates such third party's intellectual property rights (a "**Claim Against Subscriber**"), and pay any damages, attorney fees and costs finally awarded against Subscriber, or amounts awarded under a settlement against Subscriber and approved by Neo4j in writing, provided Subscriber (a) promptly gives Neo4j written notice of the Claim Against Subscriber, (b) gives Neo4j sole control of the defense and settlement of the Claim Against Subscriber (except that Neo4j may not settle any Claim Against Subscriber unless it unconditionally releases Subscriber of all liability), and (c) gives Neo4j all reasonable assistance, at Neo4j 's expense. If Neo4j receives information about an infringement or misappropriation claim related to the Software or Services, Neo4j may in its discretion and at no cost to Subscriber (i) modify the Software or Services so that they are no longer claimed to infringe or misappropriate, without breaching Neo4j 's warranties under Section 6.2 (Software Warranty) above, (ii) obtain a license for Subscriber's continued use of the Software or Services in accordance with this Agreement, or (iii) terminate the Services or Subscriber's subscriptions for the Software upon thirty (30) days' written notice and refund Subscriber for any prepaid fees covering the remainder of the term of the terminated Order Form. The above obligations do not apply if (i) the allegation does not state with specificity that the Software or Services are the basis of the Claim against Subscriber, (ii) a Claim Against Subscriber arises from the use or combination of the Software or Services or any part thereof with other technologies, products or services not provided by Neo4j if use of the Software or Services would not infringe without such combination, (iii) the Claim against Subscriber arises from an Order Form for which there is no charge, (iv) the Claim against Subscriber is based on a modification of the Software or Services by anyone other than Neo4j; or (v) Subscriber is using the Software or Services in breach of this Agreement.
- 7.2. **Indemnification by Subscriber.** Subscriber will defend Neo4j and its parents, affiliates, subsidiaries, licensors, and third party service providers, and its and their respective officers, directors, employees, agents, representatives, and contractors (each, a "**Neo4j Party**") against any claim by a third party arising from or relating to any Subscriber-offered product or service used in connection with the Software (if any) (each a "**Claim Against Neo4j**"), and will pay any damages, attorney fees and costs finally awarded against Neo4j, or any amounts awarded under a settlement approved by Subscriber in writing of, provided Neo4j (a) promptly gives Subscriber written notice of the Claim Against Neo4j, (b) gives Subscriber sole control of the defense and settlement of the Claim Against Neo4j (except that Subscriber may not settle any Claim Against Neo4j unless it unconditionally releases Neo4j of all liability), and (c) gives Subscriber all reasonable assistance, at Subscriber 's expense.
- 7.3. **Exclusive Remedy.** This "Mutual Indemnification" section states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this section.

## **8. Limitation of Liability.**

- 8.1. **Consequential Damages Waiver.** SUBJECT TO CLAUSE 8.3 HEREOF, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES, SHALL ANY NEO4J PARTY OR SUBSCRIBER, BE LIABLE TO (AS APPLICABLE) NEO4J, SUBSCRIBER, OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, RELIANCE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION AND THE LIKE) ARISING OUT OF OR RELATING TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, USE AND/OR INABILITY TO USE THE SOFTWARE OR SERVICES, REGARDLESS OF THE LEGAL THEORY UPON WHICH ANY CLAIM FOR SUCH DAMAGES IS BASED AND EVEN IF THE RELEVANT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 8.2. **Limitation of Damages.** SUBJECT TO CLAUSE 8.3 HEREOF, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL THE NEO4J PARTIES' OR SUBSCRIBER'S TOTAL AGGREGATE, CUMULATIVE LIABILITY TO (AS APPLICABLE) NEO4J, SUBSCRIBER, OR ANY THIRD PARTY FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT, OR UNDER A THEORY OF STRICT LIABILITY) UNDER THIS AGREEMENT EXCEED THE TOTAL AMOUNT OF FEES PAID AND PAYABLE BY SUBSCRIBER TO NEO4J UNDER THE APPLICABLE ORDER FORM OR STATEMENT OF WORK DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR DAMAGES.
- 8.3. **Exclusions.** The limitations in section 8.1 and 8.2 hereof, shall not apply to the extent arising from (i) a party's fraud or willful misconduct, (ii) gross negligence in the provision of implementation or configuration services that results in physical harm or property damage, (iii) breach of confidentiality obligations, (iv) breach of the licenses granted herein,

or license restrictions, (v) payment of license or other fees to Neo4j or (vi) the indemnification obligations of either party hereto as set forth in Section 8 hereof.

8.4. **Failure of Essential Purpose.** THE PARTIES AGREE THAT THESE LIMITATIONS SHALL APPLY EVEN IF THIS AGREEMENT OR ANY LIMITED REMEDY SPECIFIED HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

8.5. **Allocation of Risk.** The sections of this Agreement that address indemnification, limitation of liability and disclaimer of warranties allocate the risk between the parties. This allocation of risk is an essential element of the basis of the bargain between the parties.

9. **Term & Termination.**

9.1. **Term.** Subject to termination as set forth in this Section 9.1, the term of this Agreement will commence on the Effective Date and will continue for as long as any Software or Services are being provided to Subscriber under this Agreement. Each Order Form, shall automatically renew for successive annual terms at the same Quantity (subject to Section 4.4 (Change to Fees)), unless either party notifies the other party in writing, at least ninety (90) calendar days before the expiration of the then-current term, that such party does not wish to renew the Order Form for an additional term.

9.2. **Termination.** Either party may terminate this Agreement immediately without further notice if the other party breaches its obligations under this Agreement and does not remedy such breach within thirty (30) calendar days of the date on which the breaching party receives written notice of such breach from the non-breaching party.

9.3. **Effects of Termination.** Upon the termination of this Agreement for any reason: (i) the licenses granted under this Agreement in respect of the Software shall immediately terminate and Subscriber shall cease to use the Software; (ii) Neo4j's obligations to perform the Support Services and Consulting Services shall immediately terminate; (iii) Subscriber shall pay Neo4j the full amount of any outstanding fees due hereunder; and (iv) within ten (10) calendar days of such termination, each party shall destroy all confidential and/or proprietary information of the other party in its possession, and will not make or retain any copies of such information in any form, except that the receiving party may retain one (1) archival copy of such information, excluding the Software, solely for purposes of ensuring compliance with this Agreement. Notwithstanding the foregoing, the following terms shall survive the termination of this Agreement: Sections 2.2 (Restrictions), 2.3 (Proprietary Rights), 2.4 (Reservation of Rights), 2.5 (Open Source Software), 2.6 (Certification), 4 (Fees & Payment Terms), 5.1 (Confidentiality), 5.2 (Feedback), 6.3 (Disclaimer of Warranties), 7 (Indemnification), 8 (Limitation of Liability), 9.3 (Effect of Termination), and 10 (General Provisions).

10. **General Provisions.**

10.1. **Governing Law; Venue; Arbitration.** The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) will be governed by and construed in accordance with the laws of California, USA, without regard to conflicts of law provisions. Neither the U.N. Convention on Contracts for the International Sale of Goods nor UCITA will apply. The parties agree that any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, if Subscriber is headquartered outside of Europe, the Middle East or Africa ("EMEA"), shall be determined by final and binding arbitration administered by JAMS in San Mateo, California, USA before one (1) arbitrator in the English language. The arbitration shall be administered by JAMS pursuant to (i) the JAMS Streamlined Arbitration Rules and Procedures if both parties are located in the United States (even if one has a parent company located outside the United States); and (iii) if one of the parties to the Agreement is based outside the United States but not in EMEA, the JAMS International Arbitration Rules and Procedures will apply. In the foregoing examples, the Agreement is governed by the laws applicable in, and the arbitrator shall apply the laws applicable in, the State of California, USA (excluding its principles of conflicts of laws). In the event that one of the parties is headquartered in EMEA and such party has not entered into this Agreement through a US subsidiary, then the arbitration shall be administered by JAMS in London using the JAMS International Rules and Procedures, and applying the laws of England and Wales. In any scenario, judgment on the arbitral award may be entered in any court having jurisdiction thereof. This Section shall not preclude parties from seeking provisional/equitable remedies in aid of arbitration from a court of appropriate jurisdiction. The parties shall evenly split the fees of the arbitrator.

10.2. **Export.** Subscriber shall comply with all applicable export trade control laws, rules, and regulations with respect to its use of the Software, including but not limited to International Traffic in Arms Regulations of the U.S. State Department, the Export Administration Regulations promulgated by the U.S. Department of Commerce or sanction regulations of U.S. Treasury Department, and/or the EU sanctions regulations and shall comply with all restrictions imposed pursuant thereto with respect to complying with prohibitions of trade or transactions with persons or entities whom or which may be sanctioned or blocked by virtue of being subject of an order, directive, proclamation, regulation or otherwise listed as a blocked, barred, suspended, sanctioned or prohibited person identified by such agencies and departments. Without limiting the foregoing, Subscriber shall not export or re-export all or any part of the Software without Neo4j's prior written consent and license as may be required by the export trade control laws of the U.S. Subscriber agrees to notify Neo4j promptly if Subscriber or any User may be in non-compliance with this section.

- 10.3. **US Federal Government Provisions.** The Software licensed to Subscriber under this Agreement is "commercial computer software" as that term is described in DFAR 252.227-7014(a)(1). If acquired by or on behalf of a civilian agency, the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms of this Agreement as specified in 48 C.F.R. 12.212 (Computer Software) and 12.11 (Technical Data) of the Federal Acquisition Regulations ("FAR") and its successors. If acquired by or on behalf of any agency within the Department of Defense ("DOD"), the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms of this Agreement as specified in 48 C.F.R. 227.7202 of the DOD FAR Supplement and its successors.
- 10.4. **Force Majeure.** Except for Subscriber's payment obligations hereunder which shall be made as soon as practicable in light of the 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 when 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 hereunder.
- 10.5. **Notices.** All notices permitted or required under this Agreement shall be in writing and shall be delivered by personal delivery, e-mail, or by certified or registered mail, return receipt requested, and shall be deemed given upon personal delivery, five (5) business days after deposit in the mail, or upon confirmation of transmission if sent by email. Notices shall be sent to each party at their respective addresses as set forth in the Subscriber Order Form (with cc: to legal@neo4j.com), as such contact information may be updated by each party from time-to-time pursuant to this Section 10.5. Without limiting the foregoing, whenever Subscriber visits the Site or sends e-mails to Neo4j, Subscriber is communicating with Neo4j electronically. For that reason, Subscriber also consents to receive communications from Neo4j electronically, including by e-mail and notices posted on the Site. Subscriber agrees that all agreements, notices, disclosures, and other communications that Neo4j provides to Subscriber electronically satisfy any legal requirement that such communications be in writing, to the extent permitted by applicable law.
- 10.6. **Assignment.** Subscriber shall not assign this Agreement or transfer any of its rights hereunder, or delegate the performance of any of its duties or obligations arising under this Agreement, whether by merger, acquisition, sale of assets, operation of law, or otherwise, without the prior written consent of Neo4j. Any purported assignment in violation of the preceding sentence is null and void. Subject to the foregoing, this Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the parties thereto.
- 10.7. **Entire Agreement and Order of Precedence.** This Agreement (which includes all Order Forms and SOW(s) entered into hereunder and the Support Services Terms and Consulting Services Terms) represents the entire agreement between the parties relating to its subject matter and supersedes all prior and/or contemporaneous representations, discussions, negotiations and agreements, whether written or oral, except to the extent Neo4j makes any software or other products and services available to Subscriber under separate written terms. Except as otherwise specified in this Agreement, this Agreement may be amended or supplemented only by a writing that refers explicitly to this Agreement and that is signed on behalf of both parties. No waiver will be implied from conduct or failure to enforce rights. No waiver will be effective unless in a writing signed on behalf of the party against whom the waiver is asserted. If any term of this Agreement is found invalid or unenforceable that term will be enforced to the maximum extent permitted by law and the remainder of this Agreement will remain in full force. The terms on any purchase order, confirmation, or similar document submitted by Subscriber to Neo4j will have no effect and are hereby rejected. In the event of any conflict or inconsistency between the terms and conditions of this Agreement and the terms of any Order Form, the terms and conditions of the Order Form shall govern.
- 10.8. **Relationship of the Parties.** The parties are independent contractors and nothing contained herein shall be construed as creating an agency, partnership, or other form of joint enterprise between the parties.
- 10.9. **Third-Party Beneficiaries.** This Agreement shall not be interpreted or construed to confer any rights or remedies on any third parties, except that each Neo4j Party shall be a third party beneficiary hereunder and accordingly, shall be entitled to directly enforce and rely upon any provision of this Agreement that confers a right or remedy in favor of it.
- 10.10. **Severability.** If any court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part will remain in full force and effect to the extent it is not held invalid or unenforceable. The invalid or unenforceable provision shall be changed and interpreted so as to best accomplish its intent within the limits of the applicable law or court decisions.
- 10.11. **Waiver.** No failure or delay by either Party in exercising any right under this Agreement will constitute a waiver of that right. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision of this Agreement.
11. **Neo4j Definitions.**



**"Affiliate"** of a party means any entity that directly or indirectly controls, is controlled by, or is under common control with, such party. For purposes of this definition, "Control" means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity. Subscriber is responsible and liable for its Affiliates' compliance with the terms of this Agreement.

**"Agreement"** means this Master Subscription Agreement and any exhibits, schedules and addenda hereto as well as all Order Forms and SOWs.

**"Core"** means the maximum number of CPU cores that may be allocated to running the Software. A CPU core refers to a physical core in the case of physical hardware, and a "virtual CPU" in the case of infrastructure as a service, except where the infrastructure as a service defines a relationship between physical cores and virtual CPUs, in which case the physical core count shall prevail.

**"Disaster Recovery Machine"** means a standby Machine deployed at a "Secondary Site" that does not participate in day-to-day operations, but rather is kept up to date and ready to take over in the event of a problem at the primary site. For purposes of this definition, a "Secondary Site" is a site installed at a separate Subscriber controlled facility or at Subscriber's third-party hosting facility that exists solely as part of Subscriber's business continuity and/or resumption plans, and rather than its active during normal operations.

**"Documentation"** means Neo4j's documentation and usage guides including standard installation materials, training materials, specifications and online help documents for the applicable Software and Service made generally available by Neo4j, as updated from time to time.

**"Licensed Developer"** means Subscriber's authorized employees and contractors who use the Software on their personal computers to write, debug and/or test (such as in programming and unit test software) for use with the Software.

**"Machine"** means the physical server or virtual Machine inside of which the Software is directly running.

**"Users"** means a designated Subscriber employee or third-party authorized by Subscriber to use the Software. Software may be installed or accessed on multiple devices but it may only be used by the individual Licensed Developer or User, as the case may be. Licensed Developer or User licenses may be transferred from one individual to another, but at any given time, no more than the specified number of Licensed Developers or Users (as the case may be) shall have access to the Software.

**"Order Form"** means an ordering document specifying the Software and or Services to be provided hereunder entered between Neo4j and Subscriber or an Affiliate, including any addenda and supplements thereto. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto.

**"Production Machines"** means Machines that store and process data in a way that benefits and advances Subscriber's goals. Unless otherwise specified on an Order Form, Production Machines have no limit on the number of Users that can access the database.

**"Project"** means the particular use case for the Software indicated in the applicable Order Form.

**"RAM"** means the total amount of physical memory (RAM) available to the physical server, virtual Machine, or container used to operate the Software.

**"Test Machine"** means a Machine used solely for internal testing purposes only and not for production use.

**"Software"** means the proprietary commercial graph database products developed by Neo4j and made available to its subscribers for download through the Neo4j web site (the "Site"), and any future Software updates or upgrades thereto made available by Neo4j to Subscriber from time to time.

**"Subscriber"** means the entity named above together with its Affiliates that have signed Order Forms.

## **Exhibit A**

### **Consulting Services Terms**

If Subscriber has purchased Consulting Services pursuant to an Order Form or SOW, the following terms shall apply to the Consulting Services.

#### **A. SERVICES**

**A.1 Services.** Neo4j or its third-party service provider will provide to Subscriber Consulting Services pursuant to a SOW. Each SOW shall expressly reference this Agreement. Each SOW will contain a description of the tasks to be performed and the deliverables to be produced by Neo4j and shall be performed on a time and materials basis. The applicable SOW may include such additional terms and conditions as the parties may wish to include. In the event of a conflict

between this Agreement or an Order Form and a SOW, the terms of such SOW shall control with respect to the Consulting Services provided pursuant to such SOW.

A2. Deliverables. During the course of providing the Consulting Services, Neo4j may provide advice and training materials and may deliver to Subscriber computer software, Documentation and other tangible deliverables, which shall hereinafter be referred to collectively as “**Deliverables**”. Deliverables shall be deemed accepted upon delivery.

A3. Cooperation. Subscriber will reasonably cooperate and provide resources as set forth on a SOW or as otherwise shall be necessary for Neo4j, or its third-party service provider, to perform the Consulting Services. Except as specified on a mutually agreed upon SOW, all Consulting Services shall be performed at Subscriber's facilities, and Subscriber shall provide electricity, reasonable accessories, storage, and full and unrestricted access to Subscriber's equipment and communication facilities and all other normal and customary facilities. Neo4j will not be responsible for any delays in the Consulting Services which are caused by the actions or omissions of Subscriber.

B. PROPRIETARY RIGHTS. All Deliverables and intellectual property rights embodied therein (except for Subscriber's Confidential Information therein) developed or prepared for Subscriber by Neo4j under such SOW shall remain the exclusive property of Neo4j (provided however, that Neo4j covenants not to reuse or distribute in any manner any portions of the Deliverables that incorporate Subscriber's Confidential Information). Unless otherwise specified in the SOW and except with respect to certain Deliverables that are Open Source Software (in which case, such Deliverables are subject to the terms of Section 2.5 of the Agreement), Neo4j grants Subscriber a limited, personal, revocable, non-transferable, non-sublicensable, non-exclusive license during the term of this Agreement to: (i) use the Deliverables for Subscriber's internal business purposes and (ii) use any Deliverables that constitute an upgrade, update, improvement or modification to the Software on the same license terms as Section 2 and subject to Sections 2.2. and 2.3 Subscriber and its suppliers own and maintain any and all right, title and interest in and to proprietary Subscriber-provided materials. Except as expressly agreed to in the applicable SOW, nothing herein shall be construed to preclude Neo4j from developing, marketing, using, licensing, modifying or otherwise freely exploiting Consulting Services or materials that are similar to or related to the Consulting Services or materials provided hereunder.

C. WARRANTIES. Neo4j represents and warrants that the Consulting Services provided hereunder shall be provided in a professional and workmanlike manner and the Deliverables shall substantially conform to the SOW. In the event of a breach of this warranty, Neo4j shall use commercially reasonable efforts to re-perform the applicable Consulting Services or re-deliver the applicable Deliverables within a reasonable time provided that Subscriber notifies Neo4j within thirty (30) days following the date of completion of the Consulting Services or delivery of the Deliverables, as applicable. The foregoing shall be Subscriber's sole and exclusive remedy, and Neo4j's sole and exclusive obligation, for a breach of the warranty set forth in this Section C.

D. CHANGES. Subscriber or Neo4j may, prior to the completion of the Consulting Services, request in writing changes to the Consulting Services of a SOW. Changes may result in increased or decreased price and delivery time and Subscriber and Neo4j must agree to such changes in writing via a change order (“**Change Order**”) or an amendment to an existing SOW before they become effective.

E. TERM. The term of each SOW will begin upon the effective date specified therein and shall continue until the earlier of (i) termination of the SOW as provided herein, or (ii) when all Consulting Services under an applicable SOW have been provided. Unless otherwise agreed to in the specific SOW, a SOW or Consulting Services may only be terminated upon mutual agreement of the parties.

F. EXPIRATION. Any Consulting Services must be performed and used within twelve (12) months of the SOW effective date. Subscriber forfeits the right to schedule any Consulting Services hours after twelve (12) months and no credit or refund will be issued for any unused hours.

G. TRAVEL AND EXPENSES. Subscriber shall reimburse Neo4j for the reasonable actual travel and living expenses of its personnel engaged in the performance of Consulting Services at locations other than Neo4j facilities, together with other reasonable out-of-pocket expenses incurred in connection with the performance of the Consulting Services. Neo4j shall adhere to any travel policy reasonably promulgated and provided in advance to Neo4j by Subscriber.

[END OF DOCUMENT]