Neo4j Aura Terms of Service

BY ACCESSING OR USING ANY SERVICE, YOU ARE ACCEPTING ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU MAY NOT USE ANY SERVICE. YOU AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN AGREEMENT SIGNED BY YOU. IF YOU ARE USING ANY SERVICE AS AN EMPLOYEE, CONTRACTOR, OR AGENT OF A CORPORATION, PARTNERSHIP OR SIMILAR ENTITY, THEN YOU MUST BE AUTHORIZED BY SUCH ENTITY IN ORDER TO ACCEPT THE TERMS OF THIS AGREEMENT, AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO DO SO.

1. **This Agreement.** This Neo4j Aura Terms of Service ("Agreement") is entered into by and between the Neo4j entity listed on an applicable Order Form or SOW ("Neo4j") and the entity or person ("Subscriber" or "you") placing an order for or accessing the Neo4j Aura software-as-a-service offering made generally available and ordered by Subscriber or any other service as set forth in an Order Form (the "Service"). This Agreement consists of the terms, conditions, attachments, addenda and exhibits referenced herein and any Order Forms and SOWs (as defined below) that reference this Agreement. The "Effective Date" is the date which is the earlier of (a) Subscriber's initial access to any Service through any online provisioning, registration or order process or (b) the effective date of the first Order Form referencing this Agreement. This Agreement will govern Subscriber's initial purchase on the Effective Date and any future purchases by Subscriber referencing this Agreement. "Order Form" means the Neo4j ordering document executed by Subscriber or submitted by a Reseller which specifies the Services being provided by Neo4j, including any addenda and supplements thereto. "SOW" means each ordering document executed by the parties for Professional Services. All SOWs are incorporated by reference into this Agreement. Neo4j may modify this Agreement at any time. Unless otherwise specified by Neo4j, changes become effective for Subscriber upon renewal of the then-current Subscription Term (as defined below) or entry into a new Order Form after the updated version of this Agreement goes into effect. Neo4j will use reasonable efforts to notify Subscriber of the changes via Subscriber's account, email or other means. Subscriber may be required to click to accept or otherwise agree to the modified Agreement before renewing a Subscription Term or entry into a new Order Form, and in any event continued use of any Service after the updated version of this Agreement

goes into effect will constitute Subscriber's acceptance of such updated version.

2. Use of Service.

2.1. Access. In accordance with the terms and conditions of this Agreement, the Documentation, and any applicable Order Form, Neo4j will make the Service available to Subscriber during the term set forth on an Order Form (the "Subscription Term") solely for internal use by Subscriber and its Users (i) for Subscriber's business purposes; and/or (ii) to provide Subscriber-offered product(s) or service(s) used in connection with the Service. Subscriber may permit its Contractors and Affiliates to serve as Users provided that any use of the Service is solely for the benefit of Subscriber. "Documentation" means Neo4j's documentation and usage guides for the applicable Service made available at support.neo4j.com or through the Service, as updated from time to time. "Users" means persons granted access to the Service by or on behalf of Subscriber, including its Named Users and Affiliates' Contractors. "Affiliate" shall mean an entity that directly or indirectly controls, is controlled by, or is under common control with such party. As used herein, "control" means the power to direct the management or affairs of an entity and "ownership" means the beneficial ownership of more than fifty percent (50%) of the voting equity securities or other equivalent voting interests of an entity. "Contractor" shall mean the independent contractors and consultants permitted by Subscriber to serve as Users of the Service. Subscriber shall be responsible for each User's compliance with this Agreement. "Named User" means an individual User designates and grants access to certain features of the Service by or on behalf of Subscriber, including an Affiliate or Affiliate Contractor, the number of which is set forth on an Order Form. Named User seat licenses for the Service feature may only be used by a single Named User individual. Named User licenses may be transferred from one individual to another, but at any given time, no more than the specified number of Named Users shall have access to the Service feature.

2.2. Client Software. To the extent use of a Service requires Subscriber to install any desktop client software included in the applicable Service (e.g. Neo4j Desktop) that is made available to Subscriber by Neo4j for installation on end user computers (the "Client Software"), Neo4j grants to Subscriber a limited, non-transferable, non-sublicensable, non-exclusive license during the Subscription Term to use the object code form of the Client Software internally in connection with Subscriber's and its Affiliates

use of the Service, subject to the terms and conditions of this Agreement and the Documentation.

2.3. Affiliates. Subscriber Affiliates may purchase Services from Neo4j by executing an Order Form or SOW which is governed by the terms of this Agreement. This will establish a new and separate agreement between the Subscriber Affiliate and Neo4j. If the Subscriber Affiliate resides in a different country than Subscriber, then the Order Form may include modifications to terms applicable to the transaction(s).

2.4. Compliance with Applicable Laws. Neo4j will provide the Services subject to its obligations under laws and government regulations applicable to Neo4j's provision of the Services to its Subscribers generally, including, without limitation, those related to data privacy and data transfer, international communications, and the exportation of personal data, without regard to Subscriber's particular use of the Services and subject to Subscriber's use of the Services in accordance with this Agreement.

2.5. General Restrictions. Except as otherwise set forth in the applicable Order Form, Subscriber will not (and will not permit any third party to): (a) sell, rent, lease, license, distribute, provide access to, sublicense, or otherwise make available any Service (or Deliverables, if applicable) to a third party or in a service bureau or outsourcing offering; (b) use any Service to provide, or incorporate any Service into, any graph database service for the benefit of a third party; (c) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code or non-public APIs to any Service, except to the extent expressly permitted by applicable law (and only upon advance written notice to Neo4j); (d) remove or obscure any proprietary or other notices contained in any Service; (e) 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) during the term of the Agreement and for thirty-six (36) months thereafter or (f) use any Service in violation of the Acceptable Use Policy, attached hereto as Exhibit 1. "Deliverables" means the guides, code (including GQL/Cypher queries) or other deliverables that Neo4j provides to Subscriber in connection with Professional Services. For clarity, Neo4j may use compilers, assemblers, interpreters and similar tools to develop Deliverables, but such tools are not included in the definition of Deliverables.

2.6. Experimental Service Terms. Note that the Services may be provided

with identified experimental features including such products, features, services, software, regions or cloud providers that may be labeled "beta" or "experimental" which are not part of the Services and which are not covered by maintenance and the warranty. Such features are offered "AS IS" and may never become part of the Services. Neo4j makes no representations or certifications with respect to experimental features.

2.7. Neo4j Copilot. Subscribers can enable Neo4j Copilot ("Copilot"), an AI feature described here: Neo4j Copilot FAQs. Copilot is disabled by default and can only be activated by Subscriber's authorized administrators via the Aura console. Subscriber acknowledges that this notice constitutes disclosure of the use of an AI feature and by using Copilot and submitting data, Subscriber consents to OpenAI's use of query data and generated outputs for training purposes, along with sharing metadata like database structure and label lists. For more details, refer to the FAQs and Neo4j's Privacy Policy.

3. Subscriber Data.

3.1. Rights in Subscriber Data. Subscriber or its licensors retain all right, title and interest (including intellectual property rights) in and to any data or data files that are uploaded by or on behalf of Subscriber to the Service for storage in a data repository (the "Subscriber Data") and any modifications made thereto in the course of the operation of the Service as provided to Neo4j. Subject to the terms of this Agreement, Subscriber grants to Neo4j and its Affiliates a non-exclusive, worldwide, royalty-free right to process the Subscriber Data solely to the extent necessary to provide the Services to Subscriber or as may be required by law. If Subscriber includes any data about any individual through its use of the Services, Neo4j will hold and store such data on Supplier's behalf, and Subscriber is the data controller of such data. Services may include functionality provided by third-party sub-processors and Subscriber consents to Neo4j's use of these sub-processors and to their processing of the Subscriber Data. The list of sub-processors is available at https://console.neo4j.io/#gdpr and may be updated by Neo4j from time to time. If Subscriber is including any personally identifiable information in its queries, Subscriber agrees to follow all applicable instructions to parameterize Subscriber Data as set forth at https://neo4j.com/docs/cypher-manual/current/syntax/parameters/. If Neo4j receives any Subscriber Data regarding Subscriber's employee names and work email addresses for

purposes of registering for or using the Services, Neo4j will process personal data in compliance with this Section, Subscriber instructions and in accordance with Neo4j's privacy policy located at https://neo4j.com/privacy-policy/.

3.2. Use Obligations. Subscriber's use of the Services and all Subscriber Data will comply with applicable laws and government regulations. Subscriber is solely responsible for the accuracy, content and legality of all Subscriber Data. Subscriber warrants that Subscriber has and will have sufficient rights in the Subscriber Data to grant the rights to Neo4j under this Agreement and that the Subscriber Data will not violate the rights of any third party. Subscriber agrees not to upload any sensitive personal data, consumer financial data, or its equivalent to any Service. If Subscriber is located in the European Union or will transmit any of Subscriber Data that includes personally identifiable data regarding a resident of the European Union, Subscriber may contact dpa@neo4j.com to request a Data Processing Addendum that is pre-signed by Neo4j and Subscriber agrees Neo4j is merely a data processor under this Agreement. Each party will use diligence in the protection of Subscriber Data and in preventing any unauthorized person or entity from gaining access thereto.

4. Reseller Orders. Subscriber may procure use of any Service from an authorized reseller of Neo4j ("Reseller") pursuant to an Order Form that references this Agreement and any other commercial terms (a "Reseller Arrangement"). Subscriber's use of any Service procured through a Reseller will be subject to the terms of this Agreement and all fees payable for such use shall be payable pursuant to the terms set forth in the Order Form. Neo4j will be under no obligation to provide the Service to Subscriber under a Reseller Arrangement if it has not received an Order Form for Subscriber. Reseller is not authorized to make any changes to this Agreement or to make any warranties, representations, promises or commitments on behalf of Neo4j or in any way concerning the Service or Professional Services. If Subscriber procured the Service through a Reseller Arrangement, then Subscriber agrees that Neo4j may share certain Service Data with Reseller related to Subscriber consumption of the Service.

5. Intellectual Property.

5.1. Neo4j Technology. Subscriber agrees that Neo4j or its suppliers retain all right, title and interest (including all patent, copyright, trademark, trade secret and other intellectual property rights) in and to the Service, all Documentation and Client Software, any Deliverables, and any and all

related and underlying technology and documentation; and any derivative works, modifications, or improvements of any of the foregoing, including any Feedback that may be incorporated (collectively, "Neo4j Technology"). Except for the express limited rights set forth in this Agreement, no right, title or interest in any Neo4j Technology is granted to Subscriber. Further, Subscriber acknowledges that the Service is offered as an online, hosted solution, and that Subscriber has no right to obtain a copy of the underlying computer code for any Service, except (if applicable) for the Client Software in object code format. Notwithstanding anything to the contrary herein, Neo4j may freely use and incorporate into Neo4j's products and services any suggestions, enhancement requests, recommendations, corrections, or other feedback provided by Subscriber or by any users of the Services relating to Neo4j's products or services ("Feedback").

5.2. Usage Data. Notwithstanding anything to the contrary in this Agreement, Neo4j may collect and use query logs, and any data (other than Subscriber Data) relating to the operation, support and/or about Subscriber's use of the Service (the "Usage Data") to develop, improve, support, and operate its products and services. Neo4j may not share any Usage Data that includes Subscriber's Confidential Information with a third party except (i) in accordance with Section 6 (Confidentiality) or (ii) to the extent the Usage Data is aggregated and anonymized such that Subscriber and Users cannot be identified.

6. Confidentiality. Each party (as "Receiving Party") will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the other party (the "Disclosing Party") for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. If Receiving Party is required by law or court order to disclose Confidential Information, then Receiving Party shall, to the extent legally permitted, provide Disclosing Party with advance written notification and cooperate in any effort to obtain confidential treatment of the Confidential Information. The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party,

the Disclosing Party will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law. "Confidential Information" shall mean all information that is identified as confidential at the time of disclosure by the Disclosing Party or should be reasonably known by the Receiving Party to be confidential or proprietary due to the nature of the information disclosed and the circumstances surrounding the disclosure. All Subscriber Data will be deemed Confidential Information of Subscriber without any marking or further designation. All Neo4j Technology and the terms and conditions of this Agreement will be deemed Confidential Information of Neo4j without any marking or further designation. Confidential Information shall not include information that the Receiving Party can demonstrate: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (iv) is independently developed by employees of the Receiving Party who had no access to such information.

7. Fees and Payment; Taxes; Payment Disputes.

> 7.1. Fees and Payment. Except as expressly set forth in this Agreement, all payment obligations are non-cancelable and Fees are non-refundable. If Subscriber issues a purchase order upon entering into an Order Form, then (i) any such purchase order submitted by Subscriber is for its internal purposes only, and Neo4j rejects, and in the future is deemed to have rejected, any purchase order terms to the extent they add to or conflict in any way with this Agreement or the applicable Order Form and such additional or conflicting terms will have no effect, (ii) it shall be without limitation to Neo4j's right to collect Fees owing hereunder, (iii) it shall be for the total Fees owing under the applicable Order Form, and (iv) on request, Neo4j will reference the purchase order number on its invoices, so long as Subscriber provides the purchase order at least ten (10) business days prior to the invoice date.

> 7.2. Taxes. Fees do not include taxes, levies, duties or similar governmental assessments of any nature, including, for example, any sales, use, GST, value-added, withholding, or similar taxes, whether domestic or foreign, or assessed by any jurisdiction, but excluding any taxes based on net income, property, or employees of Neo4j ("Taxes"). Subscriber is responsible for paying all Taxes associated with its purchases hereunder including without limitation all use or access of the Service by its Users. If Neo4j has the legal obligation to pay or collect Taxes for which Subscriber is responsible under

this Section, Neo4j will invoice Subscriber and Subscriber will pay that amount unless Subscriber provides Neo4j with a valid tax exemption certificate authorized by the appropriate taxing authority. Taxes will not be deducted from payments to Neo4j, except as required by applicable law, in which case Subscriber will increase the amount payable as necessary so that, after making all required deductions and withholdings, Neo4j receives and retains (free from any liability for Taxes) an amount equal to the amount it would have received had no such deductions or withholdings been made. Upon Neo4j's request, Subscriber will provide to Neo4j its proof of withholding tax remittance to the respective tax authority. Where applicable, Subscriber will provide its VAT/GST Registration Number(s) (for location(s) Subscriber is legally registered) on the Order Form to confirm the business use of the ordered services. "Fees" shall mean the fees payable by Subscriber for the applicable Service or Professional Services, as set forth in an Order Form or SOW. For Professional Services, the term Fees also includes travel, lodging, meal and other expenses incurred while providing Professional Services, but only if the applicable SOW specifies that expenses are reimbursable.

7.3. Payment Disputes. Neo4j will not exercise its rights under Section 8.2 (Termination for Cause) or Section 8.5(a) (Suspension of Service) with respect to non-payment by Subscriber if Subscriber is disputing the applicable charges in good faith and is cooperating diligently to resolve the dispute; provided, that Subscriber continues to pay any undisputed portion of the charges. If the parties are unable to resolve such a dispute within thirty (30) days, each party shall have the right to seek any remedies it may have under this Agreement, at law or in equity, irrespective of any terms that would limit remedies on account of a dispute. For clarity, any undisputed amounts must be paid in full.

7.4. Reseller Orders. If Subscriber has procured the Service or Professional Services through a Reseller, then different terms regarding invoicing, payment and taxes may apply as specified between Subscriber and its Reseller. Subscriber acknowledges that: (a) Neo4j may share information with the Reseller related to Subscriber's use and consumption of the Service or Professional Services for account management and billing purposes and (b) the termination provisions below will also apply if Subscriber's Reseller fails to pay applicable fees.

8. Term and Termination.

8.1. Term. This Agreement is effective as of the Effective Date and will remain in effect until terminated in accordance with its terms. If there is no SOW, Order Form or Retrieval Right currently in effect, either party may terminate this Agreement upon written notice to the other party. Each Order Form will terminate upon expiration of the applicable Subscription Term, unless expressly stated otherwise therein or in this Agreement.

8.2. Termination for Cause. Either party may terminate this Agreement (including all related Order Forms) if the other party (a) fails to cure any material breach of this Agreement (including a failure to pay Fees) within thirty (30) days after written notice; (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors' arrangement, composition, or comparable proceeding, or if any such proceeding is instituted against that party and is not dismissed within 60 days. Except where an exclusive remedy is specified, the exercise of either party of any remedy under this Agreement, including termination, will be without prejudice to any other remedies it may have under this Agreement, by law or otherwise. For any termination of this Agreement by Subscriber for cause in accordance with Section 8.2(a), Subscriber shall be entitled to a refund of any unused Fees Subscriber has pre-paid for the Service purchased hereunder.

8.3. Effect of Termination; Subscriber Data Retrieval. Upon written notice to Neo4j or Reseller (if applicable), Subscriber will have up to thirty (30) calendar days from termination or expiration of this Agreement to access the Service solely to the extent necessary to retrieve Subscriber Data ("Retrieval Right"). If Subscriber exercises its Retrieval Right, this Agreement and the applicable Order Form shall continue in full force and effect for the duration of the Retrieval Right. Neo4j shall have no further obligation to make Subscriber Data available after termination of this Agreement and shall thereafter promptly delete Subscriber Data. After the Retrieval Right period, Subscriber shall cease use of and access to the Service (including any related Neo4j Technology) and delete all copies of Client Software, Documentation, any Service passwords or access codes, and any other Neo4j Confidential Information in its possession.

8.4. Survival. The following Sections will survive any expiration or termination of this Agreement: 2.5 (General Restrictions), 5 (Intellectual Property), 6 (Confidentiality), 7.1 (Fees and Payment), 7.2 (Taxes), 8 (Term and Termination), 9.3 (Warranty Disclaimer), 12 (Indemnification), 13

(Limitation of Liability), and 15 (General Terms).

8.5. Suspension of Service. In addition to the other rights or remedies set forth in this Agreement, Neo4j reserves the right to suspend provision of services; (a) if Subscriber (or Subscriber's Reseller, if applicable) is thirty (30) days or more overdue on a payment, (b) if Neo4j deems such suspension necessary as a result of Subscriber's breach of Sections 2.5 (General Restrictions) or 3.2 (Use Obligations), (c) if Neo4j reasonably determines suspension is necessary to avoid material harm to Neo4j or its other subscribers, including if the Service is experiencing denial of service attacks, mail flooding, or other disruptions outside of Neo4j's control, or (d) as required by law or request of governmental entities.

9. Warranty.

9.1. Service Warranty. Neo4j warrants that: (a) each Service will materially conform to the specifications set forth in the applicable Documentation and (b) Professional Services and Deliverables will be provided in a professional and workmanlike manner and substantially in accordance with the specifications in the applicable SOW. If Neo4j is unable to correct a reported non-conformity with this warranty, either party may terminate the applicable Order Form or SOW, as applicable, and Subscriber, as its sole remedy, will be entitled to receive a refund of any unused Fees that Subscriber has pre-paid for the applicable Service or Professional Services purchased thereunder. This warranty will not apply if the error or non-conformance was caused by misuse of the Service or Deliverables, modifications to the Service or Deliverables by Subscriber or any third-party, or third-party hardware, software, or services used in connection with the Service. For Professional Services and Deliverables, this warranty will not apply unless Subscriber provides written notice of a claim within thirty (30) days after expiration of the applicable SOW.

9.2. Mutual Warranty. Each party warrants that it has validly entered into this Agreement and has the legal power to do so.

9.3. Warranty Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ALL SERVICES, SOFTWARE, PROFESSIONAL SERVICES AND SUPPORT ARE PROVIDED "AS IS" AND NEO4J MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NEO4J DOES NOT WARRANT THAT THE USE OF ANY

SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, NOR DOES NEO4J WARRANT THAT IT WILL REVIEW THE SUBSCRIBER DATA FOR ACCURACY.

10. Support and Availability. During a Subscription Term, Neo4j will provide Subscriber the level of support and availability for the Service specified in the applicable Order Form, in accordance with the Neo4j Aura Support Terms (available at https://neo4j.com/terms/support-terms/) and Neo4j Aura Service Level Agreement (available at https://neo4j.com/terms/sla/aura201101/).

11. Professional Services.

11.1. Provision of Professional Services. Neo4j will perform the consulting, configuration or other professional services (the "Professional Services") for Subscriber as set forth in each applicable SOW, subject to the terms and conditions of this Agreement.

11.2. Assistance. Subscriber acknowledges that timely access to applicable Subscriber Materials (defined below), resources, personnel, equipment or facilities is necessary for the provision of Professional Services. Subscriber agrees to provide such access and to cooperate with Neo4j during a Professional Services project. Neo4j will have no liability for any delay or deficiency to the extent resulting from Subscriber's breach of its obligations under this Section 11.

11.3. Subscriber Materials. Subscriber grants Neo4j a limited right to use any materials provided to Neo4j in connection with Professional Services (the "Subscriber Materials") solely for the purpose of providing Professional Services to Subscriber. Subscriber will retain its rights (including intellectual property rights) in and to the Subscriber Materials. Neo4j will treat Subscriber Materials subject to the confidentiality obligations under Section 6 (Confidentiality). Subscriber warrants that Subscriber has and will have sufficient rights in the Subscriber Materials to grant the rights to Neo4j under this Agreement and that the Subscriber Materials will not violate the rights of any third-party rights.

11.4. Subscriber Data. With respect to access to any Subscriber Data, Subscriber is solely responsible for ensuring the duration and scope of access is strictly limited to the access required under a specific SOW. Subscriber agrees that it will not grant Neo4j access to Subscriber Data unless specifically required and noted in an SOW, and only during the term of the applicable Professional Services project. Unless otherwise specified

in a SOW, Subscriber must ensure that (a) any access to Subscriber Data it grants is limited to read-only access in Subscriber's development environment for the Neo4j Service (and Subscriber will not grant access to any other environment) and (b) Subscriber will not grant access to any Subscriber Data that is unencrypted or contains personal data. To the extent access to Subscriber Data is granted, Subscriber will provide Neo4j with: (i) secure Subscriber workstations and/or networks for accessing Subscriber Data that are monitored, managed, configured, supported and maintained by Subscriber and (ii) unique user ID/passwords to each Neo4j resource that requires access to Subscriber Data, and these credentials will be solely managed by Subscriber.

11.5. License to Deliverables. The Professional Services and the resulting Deliverables are generally applicable to Neo4j's business and are part of Neo4j Technology. Subject to the terms and conditions of the Agreement (including the restriction in Section 2.5 (General Restrictions), Neo4j grants Subscriber a limited, non-exclusive, royalty-free, non-transferable worldwide license to use the Deliverables internally solely in connection with Subscriber's use of the Neo4j Service during the period in which such Subscriber has valid access to the Neo4j Service. The parties may agree to additional terms and restrictions in an SOW related to the use of Deliverables provided as part of a project, in which case those terms and restrictions will also apply for Deliverables only.

11.6. Change Orders; Other Terms. Subscriber may submit written requests to Neo4j to change the scope of Professional Services under an existing SOW. Neo4j will promptly notify Subscriber if it believes that the requested change requires an adjustment to the fees, schedule, assumptions or scope for the performance of the Professional Services. Neither party is bound by a change request unless agreed in writing by both parties pursuant to a mutually executed amendment or change order. For clarity, Subscriber will be responsible for any consumption and other fees for the Service that are generated as part of the Professional Services.

12. Indemnification.

12.1. By Neo4j. Neo4j will defend Subscriber against any claim by a third party alleging that any Service or Deliverable, when used in accordance with this Agreement, infringes a copyright, or patent issued as of the Effective Date in a country that is a signatory to the Berne Convention of such third party and will indemnify and hold harmless Subscriber from and

against any damages and costs awarded against Subscriber or agreed in settlement by Neo4j resulting from such claim. If Subscriber's use of the Service or Deliverable results (or in Neo4j's opinion is likely to result) in an infringement claim, Neo4j may either: (a) substitute functionally similar products or services; (b) procure for Subscriber the right to continue using the Service or Deliverable; or if (a) and (b) are not commercially reasonable, (c) terminate this Agreement, or the applicable Order Form or SOW and refund to Subscriber the unused Fees that Subscriber has pre-paid for the applicable Service or Deliverable. The foregoing indemnification obligation of Neo4j will not apply to the extent the applicable claim is attributable to: (1) the modification of the Service or Deliverable by a party other than Neo4j or based on Subscriber's specifications or requirements; (2) the combination of the Service or Deliverable with products or processes not provided by Neo4j; (3) any use of the Service or Deliverables in non-conformity with this Agreement; or (4) any action arising as a result of Subscriber Data, or any deliverables or components not provided by Neo4j. This Section sets forth Subscriber's sole remedy with respect to any claim of intellectual property infringement.

12.2. By Subscriber. Subscriber will defend Neo4j against any claim by a third party arising from or relating to any Subscriber Data, Subscriber Materials or any Subscriber-offered product or service used in connection with the Service and will indemnify and hold harmless Neo4j from and against any damages and costs awarded against Neo4j or agreed in settlement by Subscriber (including reasonable attorneys' fees) resulting from such claim.

12.3. Procedures. For claims under this Section 12, the indemnified party will: (i) promptly notify the indemnifying party in writing of the claim, (ii) allow the indemnifying party the right to control the investigation, defense and settlement (if applicable) of such claim at indemnifying party's sole expense, and (iii) upon request of the indemnifying party, provide all necessary cooperation at the indemnifying party's expense. Failure by the indemnified party to notify the indemnifying party of a claim under this Section 12 shall not relieve the indemnifying party of its obligations under this Section 12, however the indemnifying party shall not be liable for any litigation expenses the indemnified party incurred prior to when notice is given or for damages and/or costs resulting from any material prejudice caused by the delay or failure to provide notice to the indemnifying party in accordance with this Section 12. The indemnifying party may not settle a

claim that would bind the indemnified party to any obligation (except payment covered by the indemnifying party or ceasing to use infringing materials) or require any admission of fault by the indemnified party, without the indemnified party's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed. Any indemnification obligation under this Section 12 will not apply if the indemnified party settles or makes any admission with respect to a claim without the indemnifying party's prior written consent.

13. Limitation of Liability. EXCEPT AS TO A PARTY'S BREACH OF IT'S (i) OBLIGATIONS IN SECTION 6 (CONFIDENTIALITY) (BUT EXCLUDING OBLIGATIONS AND/OR CLAIMS RELATING TO SUBSCRIBER DATA); (ii) EXPRESS OBLIGATIONS UNDER SECTION 12 (INDEMNIFICATION); AND (iii) LIABILITY WHICH, BY LAW, CANNOT BE LIMITED, TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT:

13.1. NEITHER PARTY NOR ITS AFFILIATES SHALL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR ANY LOSS OF USE, LOST OR INACCURATE DATA, INTERRUPTION OF BUSINESS, COSTS OF DELAY, LOST PROFITS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE;

13.2. SUBJECT TO SUBSECTION (C) BELOW, EACH PARTY'S AND ITS AFFILIATES' TOTAL LIABILITY TO THE OTHER PARTY AND ITS AFFILIATES FOR ALL CLAIMS IN THE AGGREGATE (FOR DAMAGES OR LIABILITY OF ANY TYPE), SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID OR PAYABLE BY SUBSCRIBER TO NEO4J IN THE PRIOR 12 MONTHS UNDER THE APPLICABLE ORDER FORM(S) OR SOW TO WHICH SUCH LIABILITY RELATES ("GENERAL LIABILITY CAP");

13.3. IN THE CASE OF ANY CLAIMS ARISING FROM A PARTY'S BREACH OF SECTION 2.4 (DATA PRIVACY), OR SECTION 6 (CONFIDENTIALITY), WHERE SUCH BREACH RESULTS IN THE UNAUTHORIZED DISCLOSURE OF SUBSCRIBER DATA, OR BREACH OF SECTION 3.2 (USE OBLIGATIONS) (EACH A "DATA PROTECTION CLAIM") EACH PARTY'S AND ITS AFFILIATES' TOTAL LIABILITY TO THE OTHER PARTY AND ITS AFFILIATES FOR ALL CLAIMS IN THE AGGREGATE (FOR DAMAGES OR LIABILITY OF ANY TYPE) SHALL NOT EXCEED TWO TIMES (2X) THE GENERAL LIABILITY CAP (the "DATA PROTECTION CLAIMS CAP");

13.4. IN NO EVENT SHALL EITHER PARTY (OR ITS RESPECTIVE AFFILIATES) BE LIABLE FOR THE SAME EVENT UNDER BOTH THE GENERAL LIABILITY CAP AND THE DATA PROTECTION CLAIMS CAP. SIMILARLY, THOSE CAPS SHALL NOT BE CUMULATIVE; IF A PARTY (AND/OR ITS AFFILIATES) HAS ONE OR MORE CLAIMS SUBJECT TO EACH OF THOSE CAPS, THE MAXIMUM TOTAL LIABILITY FOR ALL CLAIMS IN THE AGGREGATE SHALL NOT EXCEED THE DATA PROTECTION CLAIMS CAP;

13.5. THE PARTIES AGREE THIS SECTION 13 WILL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE AND WILL APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE; AND

13.6. THE APPLICABLE MONETARY CAPS SET FORTH IN THIS SECTION 13 SHALL APPLY ACROSS THIS AGREEMENT AND ANY AND ALL SEPARATE AGREEMENT(S) ON AN AGGREGATED BASIS, WITHOUT REGARD TO WHETHER ANY INDIVIDUAL SUBSCRIBER AFFILIATES HAVE EXECUTED A SEPARATE AGREEMENT IN ACCORDANCE WITH SECTION 2.3 (AFFILIATES).

14. Governing Law; Jurisdiction and Venue; Neo4j Affiliate. The governing law in any action related to this Agreement in which courts have jurisdiction over such action shall depend on the Subscriber's Account Country (as described below). The parties shall adjudicate any such action in the applicable courts indicated below and each party consents to the exclusive jurisdiction and venue of the applicable courts indicated below.

Account Country	Governing Law	Jurisdiction and Venue
U.S.A., Central America, South America, and regions not mentioned below	California	State and U.S. Federal Courts located in Santa Clara, CA
Sweden	Sweden	Courts of Malmö, Sweden
Canada	Ontario and federal laws of Canada applicable therein	Provincial and Federal Courts located in Toronto, Ontario
France and Continental Europe (excluding Germany and Sweden)	France	Courts of Paris, France

| Germany | Germany | Courts of Hamburg, Germany |
| UK, Ireland, Middle East, and APAC | England and Wales | Courts of London, England |

While the Neo4j entity contracting with Subscriber or the Subscriber Affiliate remains fully liable and responsible for all Neo4j obligations under this Agreement, the parties acknowledge that certain obligations under this Agreement may be fulfilled by other Neo4j's Affiliates, including, but not limited to, Neo4j, Inc. located in the United States.

15. General Terms. Subscriber may not assign or transfer this Agreement, or the licenses granted hereunder without the prior written consent of Neo4j; any attempt to do so shall be void. Notwithstanding the foregoing, either Party may assign this Agreement in its entirety to (i) any of its Affiliates; (ii) a successor in interest to such Party by way of merger or consolidation; or (iii) a purchaser of all or substantially all the assets of such Party. This Agreement shall be binding on and inure to the benefit of the successors and permitted assigns of the Parties. Any notice, report, approval or consent required or permitted hereunder shall be in writing. No failure or delay in exercising any right hereunder will operate as a waiver thereof, nor will any partial exercise of any right or power hereunder preclude further exercise. If any provision of this Agreement be adjudged by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect. Any waivers or amendments shall be effective only if made in writing and signed by both Parties. The Parties are independent contractors, and nothing herein shall be construed to create any agency, partnership or other form of joint enterprise between the Parties. This Agreement (including any Order Forms or SOWs) is the complete and exclusive statement of the mutual understanding of the Parties and supersedes all previous written or oral agreements or communication relating to the subject matter of this Agreement.

Exhibit 1: Neo4j Acceptable Use Policy

This Neo4j acceptable use policy ("**AUP**") sets forth certain restrictions on accessing and using the Service. The restrictions set forth in this AUP are not exhaustive. Subscriber may not use the Services:

1. to store, transmit, or make available (a) content that is infringing, libelous, unlawful, tortious, or in violation of third-party rights, (b) content or technology that harms, interferes with, or limits the normal operation of the Services, including monitoring traffic or data, or (c) viruses, malware, or other malicious code;

2. (a) in a way intended to avoid incurring fees or exceeding usage limits or quotas; or (b) to disable or circumvent any security, billing, or monitoring mechanisms used by the Service;

3. for illegal, threatening, or offensive uses, or for similarly objectionable purposes, such as propagating hate or violence or causing harm to others or to Our reputation;

4. to transact in, or facilitate activities related to, misappropriating another individual's identity, including, but not limited to, improperly obtained credit card information and/or account credentials;

5. to attempt to gain unauthorized access to any Services or any related systems, including those of Neo4j's subcontractors and other customers or users;

6. to permit direct or indirect access to or use of any Services in a way that violates the Agreement or use any Services to access or use any intellectual property in or related to the Services except as permitted under the Agreement;

7. to copy the Services, or any part, feature, function or user interface thereof except as expressly allowed for Client Software under the Agreement; or

8. in order to benchmark Services or to build similar or competitive products or services.

Any capitalized terms used but not defined herein shall have the meaning set forth in the Agreement or the Documentation, as applicable. Notwithstanding anything to the contrary in the Agreement, in the event of any conflict between the Agreement and this AUP, this AUP shall govern. This AUP may be updated by Neo4j from time to time upon reasonable notice (which may be provided through the Service or by posting an updated version of this AUP). Any violation of this AUP may result in the suspension or termination of your access to and use of the Services.

If Subscriber becomes aware of any use or content that is in violation of the foregoing Acceptable Use restrictions, Subscriber agrees to promptly remedy such use or content. If you fail to do so, Neo4j or its

providers may suspend or disable access to the Service (including Your Data) until Subscriber complies.