Neo4j Subscription Agreement

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"; PROCEEDING WITH THE INSTALLATION OF THE NEO4J ENTERPRISE 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 ACKNOWLEDGING YOU HAVE READ, UNDERSTAND AND ACCEPT THIS AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS. IN THE EVENT OF A CONFLICT BETWEEN THIS AGREEMENT, A NEO4J ORDER FORM OR SOW, AND A SUBSCRIBER PURCHASE ORDER, THIS AGREEMENT, THE NEO4J ORDER FORM OR SOW SHALL GOVERN. IN THE EVENT OF ANY CONFLICT BETWEEN THIS AGREEMENT AND A NEO4J ORDER FORM OR SOW, THE ORDER FORM OR SOW SHALL GOVERN. THE EFFECTIVE DATE OF THIS AGREEMENT SHALL BE THE SUBSCRIPTION START DATE SET ON THE ORDER FORM ("EFFECTIVE DATE").

1. **Scope of Agreement.**

    1.1. This Agreement sets forth the terms and conditions under which Subscriber or its Affiliates may purchase from the Neo4j entity listed on an applicable Order Form ("**Neo4j**") or its Affiliates: (i) subscription licenses to use 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 (all together 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 are referred to herein collectively as "**Services.**" "**Affiliate**" shall mean an 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 liable for its Affiliates' compliance with this Agreement.

    1.2. Software and Services ordered by Subscriber for a particular use case (the "**Project**") will be specified in one or more Order Form(s) and/or statement(s) of work ("**SOW**"). "**Order Form**" shall mean the ordering document specifying the Software and or Services to be provided entered between Neo4j and Subscriber or an Affiliate, including any addenda and supplements thereto. Each Order Form or SOW, when

executed by an authorized representative of the parties or the appropriate Affiliate, shall constitute a separate agreement between the parties and each such Order Form or SOW shall be subject to all of the terms and conditions of this Agreement, except for any provisions herein which are modified in the Order Form or SOW.

2. **Grant of Limited License.**

2.1. Subject to Subscriber's compliance with the terms and conditions of this Agreement and the applicable Order Form, Neo4j hereby grants Subscriber a nonexclusive revocable, non-transferable, non-sublicensable, internal license either on Subscriber's premises or as hosted in Subscriber's cloud environment, to use the Software solely for Subscriber's business purposes in accordance with the Documentation. "**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.

2.2. 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, which will be made available to Subscriber in object code only.

2.3. 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. All rights not expressly granted to Subscriber are reserved.

2.5. Third party open-source software ("**Open-Source Software**") that is utilized with or otherwise provided with the Software is subject to and licensed under the applicable third-party license terms which can be viewed at www.neo4j.com/thirdpartylicenses. These third-party license terms may contain additional rights benefiting you. Neo4j represents and warrants that the Open-Source Software, when used as delivered by Neo4j and unmodified by Subscriber in accordance with the license rights granted hereunder, does not require Subscriber to disclose, license, or make available at no charge Subscriber's own proprietary source code.

3. License Restrictions and Usage Limit Compliance.

3.1. 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.

3.2. Subscriber's Software deployment/installation is subject to limits based on term, metrics, and quantities including as may be found in the Neo4j Order Form ("**Usage Limits**"). Subscriber must accurately record and provide information to Neo4j about Software use/installation to verify compliance with the Usage Limits. Neo4j may request certification to verify compliance during the Subscription term and 12 months thereafter, which the Subscriber shall promptly provide using a Neo4j approved tool/method (the "**Certification**"). If Subscriber exceeds the Usage Limits ("**Excessive Use**"), Subscriber must pay the difference between the actual use and the Excessive Use based on Neo4j's rates as described in the most recent Order Form (the "**Upgraded License Fee**"). Neo4j may suspend or terminate the Agreement if Subscriber fails to pay the Upgraded License Fee within 30 days of certified Excessive Use or if Certification is not delivered within 30 days of Neo4j's request. Subscriber agrees that Neo4j is not liable for any costs related to Certification cooperation and acknowledges that

exceeding Usage Limits is not permitted regardless of Certification requests.

3.3. Subscriber acknowledges and agrees that Neo4j may collect and use Software Usage Data (defined below) for product, support and operations management, deployment review and optimization, and research and development purposes. Such Software Usage Data can be disabled at Subscriber's discretion using the configuration setting set forth at Neo4j's website at https://neo4j.com/docs/usage_data. "**Software Usage Data**" is information other than Subscriber Data/content uploaded in Neo4j Software that may be automatically collected and reported by the Software such as software version and edition, number of processors and memory on the server, and the number of nodes, relationships, labels and properties.

4. Fees and Payments.

4.1. Fees shall be paid as set forth in the applicable Order Form and/or SoW in the currency as set forth therein. Payments may be made by check, wire transfer, or by such other means as Neo4j may specify. All fees 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 country in which the Neo4j contracting entity is based 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 on or prior to 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.

4.2. Subscriber may elect to purchase Software and/or Consulting 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.

5.1. "**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.

5.2. 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.

5.3. 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 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 may disclose the Confidential Information of the disclosing party if required by judicial or administrative process, provided that the receiving party first provides the disclosing party prompt notice of such required disclosure (to the extent allowed). 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.

6. Warranties and Disclaimer of Warranties.

6.1. 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. Neo4j represents and warrants to Subscriber 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 (the "**Warranty Period**"). 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 or refund the applicable Software subscription fees paid by Subscriber, in each case on condition that Subscriber notifies Neo4j in writing of any alleged breach of this warranty within the Warranty 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; (ii) is not upgraded to the currently supported version; or (iii) is used other than in accordance with the Documentation or is otherwise used in breach of this Agreement.

6.3. 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. **Indemnification.** Neo4j will defend Subscriber against any claim, demand, suit or proceeding brought against Subscriber by a third-party alleging that Subscriber's use of the Software or Services infringes on a third party's intellectual property rights (a "**Claim**"), 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, (b) gives Neo4j sole control of the defense and settlement of the Claim (except that Neo4j may not settle any Claim 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 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, without breaching Neo4j 's warranties under Section 6 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 or SOW. 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, (ii) a Claim

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 arises from an Order Form or SOW for which there is no charge, (iv) the Claim 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. This Section 7 states the Neo4j's sole liability to, and Subscriber's exclusive remedy against, Neo4j for any type of claim described in this Section 7.

8. **Limitation of Liability.**

8.1. SUBJECT TO SECTION 8.3, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES, SHALL ANY NEO4J PARTY OR SUBSCRIBER, BE LIABLE TO 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. SUBJECT TO SECTION 8.3, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL THE NEO4J PARTIES' OR SUBSCRIBER'S AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE TOTAL AMOUNT OF FEES PAID AND PAYABLE BY SUBSCRIBER TO NEO4J UNDER THE APPLICABLE ORDER FORM OR SOW DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR DAMAGES.

8.3. 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. 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. The sections of this Agreement that address indemnification, limitation of liability and disclaimer of warranties allocate the risk between the parties and is an essential element of the basis of the bargain between the parties.

9. **Term and Termination.**

9.1. Subject to termination as set forth in this Section 9, 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.

9.2. 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 receiving written notice of such breach from the non-breaching party.

9.3. Upon termination of this Agreement: (i) the Software licenses granted under this Agreement shall immediately terminate and Subscriber shall cease to use the Software; (ii) Neo4j's obligations to perform the Services shall immediately terminate; (iii) Subscriber shall pay Neo4j the full amount of any outstanding fees due hereunder unless breach is caused by Neo4j; 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 2.3, 2.4, 2.5, 3 (License Restrictions), 4 (Fees & Payment), 5 (Confidentiality), 6.3, 7 (Indemnification), 8 (Limitation of Liability), this 9.3, and 10 (General Provisions).

10. **General Provisions.** 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. The Agreement shall be governed by the laws of the State of California, excluding its conflicts of law rules, and the Parties' consent to exclusive jurisdiction and venue in the state and federal courts located in San Francisco, California, without regard to the United Nations Convention on the International Sale of Goods. 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. Subscriber agrees to comply with all U.S. and foreign export control laws and regulations applicable to the Software. Subscriber agrees, represents, and warrants it will not download and/or use the Software and/or Documentation and the underlying technology if it is in (or a national or resident of) any country to which the U.S. has embargoed goods or is on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. 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.