

# Self-Serve Aura Terms of Service

Last Updated: February 12, 2025

This Neo4j Customer Agreement (the “Agreement”) forms a binding agreement between Neo4j, Inc. (“Neo4j”) and the entity or person agreeing to these terms (“Customer” or “you”). The Agreement governs Customer’s access to and use of the software-as-a-service cloud offering (“Aura” or “Service”). This Agreement consists of the terms below and referenced URLs.

## 1. Neo4j Responsibilities.

1.1. **General.** Neo4j will make the Service available to Customer for the Subscription Term in accordance with the terms and conditions of this Agreement and the Documentation solely for internal use by Customer and its Users (i) for Customer’s business purposes; and/or (ii) to provide Customer-offered product(s) or service(s) used in connection with the Service. Customer may permit its Contractors and Affiliates to serve as Users provided that any use of the Service is solely for the benefit of Customer.

1.2. **Compliance with Applicable Laws.** Neo4j provides the Service in compliance with applicable laws and regulations, including those related to data privacy and transfer, international communications, and exportation of personal data, but without regard to Customer’s particular use of the Service and subject to Customer’s compliance with this Agreement.

## 2. Customer Responsibilities.

2.1. **Registrations.** To register to use the Service, you must provide Neo4j with the information requested in the registration process, including your name, email address, and payment information. You will provide complete and accurate information during the registration process and will update it to ensure it remains accurate.

2.2. **Compliance.** Customer’s use of the Service will comply with Neo4j’s Acceptable Use Policy and applicable laws and government regulations. Customer will be responsible for each User’s compliance with this Agreement, and acts or omissions by any User shall be deemed acts by Customer.

2.3. **Security and Backup.** Customer is responsible for properly configuring and using the Service and taking appropriate steps to maintain security and protection. Except to the extent caused by our breach of this Agreement,

Neo4j and its Affiliates are not responsible for unauthorized access to your account. You will contact Neo4j immediately if you believe an unauthorized third party may be using your account or if your account information is lost or stolen. You are also responsible for taking appropriate steps to maintain a backup of Customer Data. The Service may include functionality for regular snapshot backups, and you are responsible for your own routine backups.

**2.4. General Restrictions.** Customer will not (and will not permit any third party to) (i) sell, rent, lease, license, distribute, provide access to, sublicense, transfer, or otherwise make available the Service to a third party or in a service bureau or outsourcing offering; (ii) use any Service to provide, or incorporate any Service into, any graph database service for the benefit of a third party; (iii) 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); (iv) remove or obscure any proprietary or other notices contained in the Service, Documentation, or other materials provided by Neo4j; or (v) 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.

### **3. Service.**

**3.1. Neo4j Technology.** Customer acknowledges the Service is offered as an online, hosted solution, and that Customer 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.

**3.2. Client Software.** To the extent Customer in connection with its use of the Service installs any desktop client software that is made available to Customer by Neo4j for installation on end user computers (“Client Software”), Neo4j grants to Customer a limited, non-transferable, non-sublicensable, non-exclusive license during the Subscription Term to use the object code form of the Client Software internally for Customer’s use of the Service, subject to the terms and conditions of the Agreement and Documentation.

**3.3. Aura Specific Terms.** Customer’s use of certain Aura services and features

will be subject to the applicable provisions in the Aura-Specific Terms.

3.4. Updates to the Service. Neo4j may make commercially reasonable updates to the Service from time to time, and this Agreement shall apply to such updated Service. Your continued use of the updated Service indicates your acceptance.

#### 4. Intellectual Property.

4.1. **Neo4j Ownership.** Customer 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, Documentation, and any derivative works, modifications, or improvements of any of the foregoing, including any Feedback incorporated (collectively, "Neo4j Technology"). Except for the limited rights in this Agreement, no rights to Neo4j Technology are granted to Customer and Customer agrees its usage of Neo4j Technology shall be in accordance with the Agreement. 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 Customer or by any users of the Service ("Feedback").

4.2. **Open-Source Software.** Third party open-source software that is utilized with or otherwise provided with the Service is subject to and licensed under the applicable third-party license terms which can be viewed at [www.neo4j.com/thirdpartylicenses](http://www.neo4j.com/thirdpartylicenses). Neo4j represents and warrants that the open-source software, when used as delivered by Neo4j and unmodified by Customer in accordance with the license rights granted by Neo4j, does not require Customer to disclose or license Customer's own proprietary source code, or otherwise make it available at no charge.

4.3. **Customer Reference and Publicity.** Customer may state publicly its use of the Service, but may not use Neo4j's trademarks without first obtaining written permission from Neo4j. Neo4j may include Customer's name on a list of Neo4j customers or reference you as a user of the Service.

#### 5. Customer Usage and Data.

5.1. **Customer Responsibilities.** Customer is solely responsible for the accuracy, content and lawfulness of all Customer Data. Customer agrees that it is responsible for assessing whether (i) its use of the Service and the collection and provision of Customer Data by Customer to Neo4j and its sub-processors complies with applicable laws and government regulations; and (ii) its use of the Service complies with specific

regulatory and security requirements applicable to Customer in light of Customer's intended purpose with respect to its usage of the Service. Customer agrees not to upload any sensitive personal data, consumer financial data, or its equivalent to the Service. If Customer is located in the European Union or will transmit any Customer Data that includes personally identifiable data regarding a resident of the European Union, Customer may contact [dpa@neo4j.com](mailto:dpa@neo4j.com) to request a Data Processing Addendum that is pre-signed by Neo4j. Customer agrees Neo4j is merely a data processor under this Agreement. If the Health Insurance Portability and Accountability Act ("HIPAA") applies to Customer, Customer shall, prior to using Neo4j's Service, enter into a Business Associate Agreement with Neo4j.

**5.2. Personal Data.** Before including personal data in Customer Data, Customer must execute the Neo4j Data Processing Agreement ("DPA") on or before accessing or using the Service in connection with personal data. Further, Customer agrees to parameterize personally identifiable information in its queries as described in the Documentation. If there is a conflict or inconsistency between this Agreement and the DPA, the DPA shall govern.

**5.3. Ownership.** Customer or its licensors retain all right, title and interest (including intellectual property rights) in and to Customer Data and any modifications made thereto during the operation of the Service. Subject to the terms of the Agreement, Customer grants to Neo4j and its Affiliates a non-exclusive, worldwide, royalty-free, non-sublicensable, and non-transferable right to process the Customer Data solely to the extent necessary to provide the Service to Customer or as required by law. Customer warrants that Customer has sufficient rights in the Customer Data to grant the rights to Neo4j under the Agreement and that Customer Data does not violate the rights of any third party.

**5.4. Usage Data.** Notwithstanding anything to the contrary in this Agreement, Neo4j may collect and use query logs and technical data/metrics, whether aggregated or not, relating to the operation, support and/or about Customer's use of the Service (the "Usage Data") to develop, improve, support, and operate its products and services. Neo4j may share anonymized aggregated Usage Data with third parties necessary for providing the Service.

**6. Privacy.** Neo4j will process personal data in compliance with this Agreement and Neo4j's Privacy Policy.

**7. 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 (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 an Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to those needing it for the Agreement, who have agreed to similar protections as those herein, and whom Receiving Party shall be liable for compliance hereof. 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 reasonably cooperate in any effort to obtain confidential treatment of the Confidential Information. Disclosure of Confidential Information can cause substantial harm, so the Disclosing Party may seek equitable relief in addition to other legal remedies.

**8. Support and Availability.** During the Subscription Term, Neo4j will provide Customer with Support Services for its Service as specified in the applicable Support Terms. Neo4j reserves the right to modify the Support Terms provided no such modification shall result in a material reduction in support or availability during the Subscription Term.

#### **9. Fees and Payment; Taxes.**

**9.1. Fees and Payment.** Customer agrees to pay all fees charged by Neo4j for Customer’s use of the Service. Fees are calculated on a monthly basis in arrears pursuant to the Pricing Page (“**Fees**”), as may be more specifically detailed within the Service. Except as expressly set forth in this Agreement, all payment obligations are non-cancelable and Fees are non-refundable. All Fees are payable in the currency of the United States through our payment processor (“**Stripe**”). Neo4j may change its fees and payment terms at its discretion.

**9.2. Payments Through Stripe.** Customer may be required to provide credit card details to Stripe. Payment processing services by Stripe are subject to the [Stripe Security Policy](#) and the [Stripe Privacy Policy](#), which Stripe may update from time to time. You agree to provide Neo4j accurate and complete information about you and your business, and you authorize Neo4j to share this information and transaction information (exclusive of any credit or debit card numbers, details or associated passwords) related to your use of the payment processing services provided by Stripe.

**9.3. Taxes.** Fees exclude taxes, including sales, use, GST, value-added, withholding, and similar taxes, whether domestic or foreign, or assessed by any jurisdiction, excluding taxes based on Neo4j’s net income, property, or employees. Customer is responsible for all taxes related to its purchases and use of the Service. If Neo4j is required to pay or collect taxes for which Customer is responsible, Neo4j will invoice Customer who will pay that amount unless a valid tax exemption certificate authorized by the appropriate taxing authority is provided. Taxes will not be deducted from payments to Neo4j, except

as required by law, in which case Customer will increase the amount payable 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, Customer will provide to Neo4j its proof of withholding tax remittance to the respective tax authority. Where applicable, Customer will provide its VAT/GST Registration Number(s) (for location(s) Customer is legally registered) in writing to confirm the business use of the ordered services.

**9.4. Excess Usage.** The Service has usage limitations based on the capacity or other metrics as set forth on the Pricing Page ("**Quantity**"). Neo4j may monitor your use of the Service to determine compliance with this Quantity. When your use exceeds the applicable Quantity, you shall upgrade to the appropriate tier of Service as set forth on the Pricing Page within three (3) days or Neo4j will provide you with notice and upgrade you automatically. You shall pay additional fees in accordance with this Section 9 for current and future use.

## **10. Term and Termination.**

**10.1. Term.** This Agreement is effective as of the Effective Date and will remain in effect until terminated under this Section 10.

**10.2. Termination for Cause.** Each party may terminate this Agreement with written notice if (i) the other party commits a material breach and fails to cure it within thirty (30) days following a written request from the notifying party to cure such material breach; or (ii) the other party ceases business operations or becomes subject to bankruptcy or insolvency proceedings that are not dismissed within sixty (60) days.

**10.3. Termination for Convenience.** If there is no Order Form or SOW currently in effect, either party may terminate this Agreement upon 30 days' written notice.

**10.4. Effect of Termination.** Upon the termination of the Agreement: (a) the right to use the Service immediately ends, and the Customer, including Users and Contractors, must stop using them (except to exercise the Retrieval Right, if applicable) and (b) Neo4j's obligations to perform or provide the Service shall immediately terminate. In addition, Customer shall pay Neo4j any outstanding Fees under the Agreement, unless Customer terminates under Section 10.2. Further, within ten (10) days of termination, each party shall use reasonable efforts to destroy all Confidential Information of the other party in its possession, retaining only one archival copy for purposes of ensuring compliance with the Agreement. Notwithstanding the foregoing, the following terms shall survive the termination or expiration of this Agreement, together with any other terms which by their nature are intended to survive such termination, 4 (Intellectual Property), 5

(Customer and Usage Data), 7 (Confidentiality), 9 (Fees and Payment; Taxes), 10.4 (Effects of Termination), 13 (Indemnification), 14 (Limitation of Liability), and 15 (General Terms).

**10.5. Customer Data Retrieval.** Customer will have up to thirty (30) calendar days from termination or expiration to access the Service solely to the extent necessary to retrieve Customer Data ("**Retrieval Right**"). If Customer exercises its Retrieval Right, this Agreement, including Customer's payment obligations, shall continue in full force and effect for the duration of the Retrieval Right. Neo4j shall have no further obligation to make Customer Data available after expiration of the Retrieval Right and (subject to Section 10.4 of the Agreement) shall thereafter promptly delete Customer Data. After the Retrieval Right period, Customer 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.

**11. Suspension.** Neo4j reserves the right to suspend provision of services; (i) if Customer is thirty (30) days or more overdue on a payment, (ii) if Neo4j deems such suspension necessary as a result of Customer's non-compliance with this Agreement, (iii) 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.

#### **12. Warranty.**

12.1. Neo4j Warranty. Neo4j warrants that the Service will materially conform to the specifications set forth in the applicable Documentation. This warranty excludes trial or beta versions, experimental features, and issues related to the performance, operation or security of the Service that are caused by or attributable to third-party content, services provided by third parties, or any any bug, defect or error caused by or attributable to software or hardware not approved by Neo4j. Neo4j does not warrant that the Service will be uninterrupted or error-free, that all defects will be corrected, or that the Service will meet Customer's requirements or expectations.

12.2. Disclaimer. EXCEPT AS SET FORTH IN THE AGREEMENT, THE SERVICE IS PROVIDED "AS IS" AND NEO4J MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, AND NON-INFRINGEMENT.

#### **13. Indemnification.**

13.1. By Neo4j. Neo4j will defend Customer against any claim by a third party alleging that the Service, when used in accordance with the applicable Agreement and Documentation, infringes a copyright or registered patent in a country that is a signatory to the Berne Convention, and

will indemnify and hold harmless Customer from and against any damages and costs finally awarded against Customer or agreed in settlement by Neo4j resulting from such claim. If Customer's use of the Service results or is likely to result in an infringement claim, Neo4j may: (a) substitute functionally similar products or services; or (b) procure for Customer the right to continue using the Service. This indemnification obligation of Neo4j will not apply if the applicable claim is attributable to: (1) modification of the Service by a party other than Neo4j or based on Customer's specifications or requirements; (2) the combination of the Service with products or processes not provided by Neo4j; (3) use of the Service in non-conformity with the applicable Agreement and Documentation; or (4) Customer Data, or any deliverables or components not provided by Neo4j. This Section is Customer's sole remedy for intellectual property infringement claims.

13.2. By Customer. Customer will defend and indemnify Neo4j against any third-party claim related to Customer Data, customer-provided materials, or any Customer-offered product or service used with the Service, covering any damages and costs (including reasonable attorneys' fees) finally awarded against Neo4j or agreed in settlement by Customer resulting from such claim.

13.3. Procedures. For claims under this Section, the indemnified party will: (i) promptly notify the indemnifying party in writing of the claim, (ii) allow the indemnifying party to control the investigation, defense, and settlement at indemnifying party's sole expense, and (iii) provide necessary cooperation at the indemnifying party's expense. Failure to notify does not relieve the indemnifying party of its obligations, but the indemnifying party shall not be liable for any litigation expenses incurred by indemnified party prior to notice or for damages and/or costs caused by a delay or failure to notify to the indemnifying party in accordance with this Section. The indemnifying party cannot settle a claim binding the indemnified party to any obligation (except payment covered by the indemnifying party or ceasing to use infringing materials) or admission of fault without the indemnified party's written consent, which will not be unreasonably withheld, conditioned or delayed. Any indemnification obligation under this Section 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.

#### 14. Limitation of Liability.

14.1. General Limitation. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL NEO4J OR CUSTOMER BE LIABLE TO EACH OTHER 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, OR LOSS OF BUSINESS INFORMATION) ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, USE OR INABILITY TO USE THE SERVICE, REGARDLESS OF THE LEGAL THEORY UPON WHICH ANY CLAIM IS BASED, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14.2. Aggregate Liability. WITHOUT LIMITING THE FOREGOING, AND SUBJECT TO SECTION 14.3, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF NEO4J OR CUSTOMER UNDER THIS AGREEMENT EXCEED THE TOTAL AMOUNT OF FEES PAID AND PAYABLE BY CUSTOMER TO NEO4J DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR DAMAGES ("GENERAL LIABILITY CAP").



14.3. Exceptions to Limitations. THE LIMITATIONS IN SECTIONS 14.1. AND 14.2 SHALL NOT APPLY TO THE EXTENT ARISING FROM (I) A PARTY'S FRAUD OR WILLFUL MISCONDUCT, (II) BREACH OF CONFIDENTIALITY OBLIGATIONS (BUT EXCLUDING OBLIGATIONS AND/OR CLAIMS RELATING TO CUSTOMER DATA), (III) CUSTOMER'S BREACH OF THE LICENSES GRANTED PURSUANT TO THE APPLICABLE AGREEMENT, AND/OR (IV) CUSTOMER'S PAYMENT OBLIGATIONS.

14.4. Data Processing and Unauthorized Disclosure. THE LIMITATION OF LIABILITY IN SECTION 14.2 SHALL NOT APPLY TO DAMAGES ARISING FROM NEO4J'S FAILURE TO COMPLY WITH ITS OBLIGATIONS UNDER NEO4J'S DATA PROCESSING AGREEMENT OR CLAIMS ARISING FROM UNAUTHORIZED DISCLOSURE OF CUSTOMER DATA. IN SUCH CASES, NEO4J'S TOTAL CUMULATIVE LIABILITY SHALL BE LIMITED TO TWICE THE AMOUNT PAID BY CUSTOMER UNDER THE SPECIFIC AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY ("DATA PROTECTION CLAIMS CAP").

14.5. Applicability to Service and Support. THIS SECTION 14 APPLIES TO THE SERVICE AND SUPPORT SERVICES, IF APPLICABLE. THESE LIMITATIONS SHALL APPLY EVEN IF THIS AGREEMENT OR ANY LIMITED REMEDY SPECIFIED HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. THE PROVISIONS OF THIS AGREEMENT ADDRESSING INDEMNIFICATION, LIMITATION OF LIABILITY, AND DISCLAIMER OF WARRANTIES ALLOCATE THE RISK BETWEEN THE PARTIES AND ARE AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES.

## 15. General Terms.

15.1. Notices. All notices must be in writing (in English) and addressed via email: (a) for Neo4j, notices must be sent to [legal@neo4j.com](mailto:legal@neo4j.com), unless indicated otherwise herein; and (b) for Customer, to the email address of an administrator as configured in the Service or if no such email is available, Customer acknowledges that the means of notice shall be at Neo4j's reasonable discretion. Notices will be deemed to have been received by the addressee upon the day of sending by email. Neo4j may change its email address for notices under these Terms by providing Customer written notice in accordance with this Section 15.1. Customer may change its email address for notices by updating it within the Service.

15.2. Updates to Terms. Notwithstanding anything in the Agreement to the contrary, Neo4j may update or change this Agreement, including by posting updated terms on <https://legal.neo4j.com/>. For changes that may have material impact on Customer, Neo4j will provide reasonable notice to Customer in accordance with Section 15.1 (Notices). Updates to the Agreement will become effective 30 days after they are posted, except to the extent that the updates apply to new functionality, or are required by applicable law, in which case they will be effective immediately. If Customer does not agree to the updated Agreement, Customer may stop using the Service or may terminate this Agreement for convenience in accordance with Section 10.3 (Termination for Convenience). Customer's continued use of the Service after a material update will constitute Customer's consent and acceptance of such updates.

15.3. Relationship. 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.

15.4. Assignment. While Neo4j is fully liable for all obligations, some obligations may be fulfilled by Neo4j Affiliates. Customer cannot assign this Agreement or licenses without Neo4j's prior written consent; any attempt otherwise is void. However, either Party may assign the Agreement and all Agreements to (i) its Affiliates, (ii) a successor by merger or consolidation, or (iii) a purchaser of all or substantially all assets. The Agreement binds and benefits the successors and permitted assigns of the parties.

15.5. Choice of Law; Venue. This Agreement and any applicable 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.

15.6. Waiver. 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.

15.7. Severability. If any provision of this Agreement is judged 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.

15.8. Export. Customer agrees to comply with all U.S. and local export control laws and regulations applicable to its Service.

15.9. Force Majeure. 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. Customer's payment obligations are not subject to force majeure.

15.10. Amendments. Except as stated in Section 15.2 (Updates to Terms) or 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.

15.11. Entire Agreement. This Agreement 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.

16. **Federal Government End Use.** Neo4j provides the Service for federal government end use solely in accordance with the following: Government technical data and software rights related to the Service include only those rights customarily provided as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). Any additional rights must be negotiated and included in a written

## addendum to the Agreement.

### 17. Definitions.

17.1. "Acceptable Use Policy" means Neo4j's acceptable use policy made available at <https://legal.neo4j.com/> and as may be updated from time to time.

17.2. "Affiliate" means any individual, corporation, partnership, or business entity that controls, is controlled by, or is under common control by an entity with an ownership of more than 50% of the voting shares.

17.3. "Aura-Specific Terms" means the then-current terms specific to one or more Aura services made available at <https://legal.neo4j.com/> and as may be updated from time to time.

17.4. "Client Software" is defined in Section 3 (Service).

17.5. "Confidential Information" means all information identified as confidential at disclosure or that should reasonably be known as confidential due to its nature and the circumstances. All Customer Data is deemed Confidential Information of Customer without any marking. All Neo4j Technology and Agreement terms are deemed Confidential Information of Neo4j without marking. Confidential Information shall not include information 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 Receiving Party with no access to such information.

17.6. "Consulting Services" means implementation services, training or consulting services performed by Neo4j or its authorized representatives.

17.7. "Contractor" shall mean the independent contractors and consultants permitted by Customer to use the Service.

17.8. "Customer Data" means any data uploaded by or on behalf of Customer through the Service for processing, storage, or hosting in connection with Customer's use of the Service.

17.9. "Data Protection Claims Cap" is defined in Section 14.4 (Data Processing and Unauthorized Disclosure).

17.10. "Disclosing Party" is defined in Section 7 (Confidentiality).

17.11. "Documentation" means Neo4j's documentation and usage guides including standard installation materials, training materials, specifications and online help documents for the Service made available at <https://neo4j.com/docs/>.

17.12. "Feedback" is defined in Section 4 (Intellectual Property).

17.13. "Fees" is defined in Section 9.1 (Fees and Payment).

17.14. "General Liability Cap" is defined in Section 14.2 (Aggregate Liability).

17.15. "Neo4j Technology" is defined in Section 4 (Intellectual Property).

17.16. "Order Form" means the Neo4j ordering document referencing the Neo4j Aura Terms of Service, executed by Customer which specifies the Service being provided by Neo4j, including any addenda and supplements, during the applicable Subscription Term.

17.17. "Pricing Page" means the schedule of fees, made available at <https://neo4j.com/pricing/>

and as may be updated from time to time.

17.18. "Privacy Policy" means Neo4j's privacy policy made available at <https://legal.neo4j.com/> and as may be updated from time to time.

17.19. "Receiving Party" is defined in Section 7 (Confidentiality).

17.20. "Retrieval Right" is defined in Section 10.5 (Customer Data Retrieval).

17.21. "SOW" means each ordering document executed by the parties for Consulting Services referencing this Agreement.

17.22. "Subscription Term" means with respect to the Service, a one-month term that automatically renews each month for an additional one-month term unless terminated in accordance with this Agreement.

17.23. "Support Services" means Neo4j's support and maintenance services.

17.24. "Support Terms" means the Neo4j Support Terms made available at <https://neo4j.com/terms/support-terms/> and as may be updated from time to time.

17.25. "Usage Data" is defined in Section 5.4 (Usage Data).

17.26. "Users" means persons granted access to the Service by or on behalf of Customer, including its Affiliates, Contractors and its Affiliates' Contractors.