

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 for the Subscription term defined in the applicable Order Form 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 delivered to 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) without prejudice to § 69 d, and e UrhG (German Act on Copyright and Related Rights), 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 from time-to-time. All fees specifically exclude (and Subscriber is responsible for) any and all applicable sales, use and other taxes, other than taxes based on Neo4j's income. If all or any part of any payment owed to Neo4j under this Agreement is withheld, based upon a claim that such withholding is required pursuant to the tax laws of any country or its political subdivisions and/or any tax treaty between the 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 within thirty (30) calendar days of their due date shall be subject to a late payment charge of the lower of: (i) one- and one-half percent (1.5%) per month (and shall thereafter bear interest at a rate of eighteen percent (18%) per annum until paid); and (ii) the highest interest rate permitted by applicable law. Each party is responsible for its own expenses under this Agreement. Except as otherwise set forth herein, all fees payable under this Agreement are non-refundable and non-cancellable.

4.2. Subscriber may elect to purchase certain 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. Neo4j warrants that during the applicable Subscription Term, the Software, in the form provided by Neo4j under the Subscription, will perform in all material respects in accordance with the Documentation. In the event of a breach of the foregoing warranty, Neo4j's sole obligation, and Subscriber's exclusive remedy shall be for Neo4j to (i)

correct any failure(s) of the Products to perform in all material respects in accordance with the Documentation or (ii) if Neo4j is unable to provide such a correction within thirty (30) days of receipt of notice of the applicable non-conformity, Subscriber may elect to terminate the associated Subscription, and Neo4j will promptly refund to Customer any pre-paid, unused fees paid by Subscriber to Neo4j for such Subscription, without prejudice to Subscriber's other rights and remedies under German law subject to the provisions of this Agreement. The warranty set forth in this Section does not apply if the Software or any portion thereof: (a) has not been used, installed, operated, repaired, or maintained in accordance with this Agreement and/or the Documentation; or (b) is used on equipment, products, or systems not meeting specifications identified by Neo4j in the Documentation. Additionally, the warranties set forth herein only apply when notice of a warranty claim is provided to Neo4j during the applicable Subscription Term, and do not apply to any bug, defect or error caused by or attributable to software or hardware not supplied by Neo4j.

6.2. Except as set forth in Section 6.1, the Software and Support Services are provided "As Is" without warranty of any kind and Neo4j makes no additional warranties, regarding or relating to the Software or Support Services provided to Customer under this Agreement. To the maximum extent permitted under applicable law and except as expressly stated otherwise in Section 8 below, Neo4j specifically disclaims all other warranties including fitness for a particular purpose and non-infringement with respect to the Software and/or Support Services provided to Subscriber under this Agreement.

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. Neo4j's liability shall not be limited for: (a) losses caused intentionally or by gross negligence; (b) death, personal injury or damage to health; (c) losses in accordance with the German Product Liability Act in the event of product liability; nor (d) in any other cases where it cannot be limited under applicable German Law.

8.2. Neo4j shall be liable for losses caused by the breach of its primary obligations. Primary obligations are such basic duties which form the essence of the Agreement, which were decisive for the conclusion of the Agreement and on the performance of which the parties may rely. If Neo4j breaches its primary obligations through simple negligence, then its liability shall be limited to the losses typical and foreseeable at the time of the conclusion of the Agreement.

8.3. Save for the stipulation in Sections 8.1 and 8.2, the following restrictions shall apply: (a) Neo4j's total liability for simple negligence under Section 8.2 with respect to one Order Form for typical and foreseeable losses shall be limited for any and all damages to the maximum of the single amount of the order value (100%) of the affected Order Form in the calendar year where the losses occurred. For the avoidance of doubt, this limitation of liability applies regardless of its legal cause (e.g. because of non-performance, impossibility of performance, warranty, delay, fault at conclusion of contract, breach of accessory obligation, rescission, tort). The parties agree that this limitation is fair in light of the potential damages of Customer and the potential damages that can happen under the Agreement. (b) The no-fault liability in the German Civil Code (BGB) according to § 536a para.1 Alt. 1 for defects that exist at the time of conclusion of this Agreement or of the respective Order Form is excluded.

8.4. Except as expressly set out in Sections 8.1, 8.2 and 8.3, Neo4j's liability shall be excluded.

8.5. Neo4j may invoke contributory negligence on Subscriber's part. Subscriber is especially obliged to perform routine backups and employ virus protection according to the current state of the art. Routine backups must occur at adequate intervals, but at least once a day, so that data can be restored with reasonable effort. In the case of a loss of data culpably caused by Neo4j, Neo4j's liability is limited to the expenses that

are incurred if routine backups are properly made and virus protection properly employed.

8.6. Without prejudice to (a) Subscriber's rights under § 812 BGB (German Civil Code) and (b) Section 8 of this Agreement, Subscriber's rights under § 536 BGB (German Civil Code) are hereby excluded.

8.7. For the avoidance of doubt, this Section 8 applies also for Services and Support Services, if any under an applicable Order Form.

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 Federal Republic of Germany, excluding its conflicts of law rules and the United Nations Conventions of Contracts for the International Sale of Goods (UNICISG), and the Parties consent to the exclusive jurisdiction of a court competent jurisdiction in Munich, Germany. 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. 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.