

Neo4j Cloud Agreement

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This Neo4j Customer Agreement consists of the terms below, referenced URLs, applicable Offering Addenda (collectively, the “**Terms**”), applicable Order Forms and Statements of Work (together with the Terms, the “**Agreement**”). It forms a binding agreement between the applicable Neo4j Contracting Entity as specified in Section 14 below (“**Neo4j**”) and the entity or person agreeing to these terms (“**Customer**” or “**you**”). The Agreement governs Customer’s access to and use of the Offerings.

This Agreement takes effect when you click a check box presented with these terms, when you access or use any portion of the Offerings, by signing or accepting an Order Form referencing these Terms, or otherwise agree to it (the “**Effective Date**”). If you are accepting on behalf of an entity, such as the company you work for, you represent and warrant that (i) you have the legal authority to bind that entity; (ii) you have read and understand this Agreement; and (iii) you agree, on behalf of that entity as Customer, to this Agreement.

1. Neo4j Responsibilities.

1.1. **General.** Neo4j will make its Offerings available to Customer for the Term in accordance with the terms and conditions of this Agreement and the Documentation.

1.2. **Neo4j Security.** Neo4j implements and maintains an information and security program as described in the Trust Center.

1.3. **Compliance with Applicable Laws.** Neo4j provides the Offerings 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 Offerings and subject to Customer’s compliance with the Agreement.

2. Customer Responsibilities.

2.1. **Compliance.** Customer’s use of the Offerings will comply with 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.

2.2. **Security and Backup.** Customer is responsible for properly configuring and using the Offerings and taking appropriate steps to maintain security, protection, and backup of Customer Data. Some Offerings may include functionality for regular snapshot backups, and Customer is responsible for its own routine backups.

2.3. **General Restrictions.** Except as may be set forth in any applicable Order Form, Customer will not (and will not permit any third party to) (i) sell, rent, lease, license, distribute, provide access to, sublicense, or otherwise make available the Offerings to a third party; (ii) use the Offering to operate a service bureau or outsourcing offering; (iii) reverse

engineer, decompile, disassemble, or otherwise seek to obtain, discover, or reconstruct the source code, underlying ideas or algorithms, or non-public APIs to any of the Offerings unless expressly permitted by applicable law (and only upon advance notice to Neo4j); or (iv) remove or obscure any proprietary or other notices contained in the Offerings, Documentation, or other materials provided by Neo4j.

3. Orders.

3.1. **Order Forms and Affiliates.** Customer may purchase the Offerings by executing an Order Form and/or a SOW that are governed by the Terms. When an Affiliate of Neo4j or Customer executes an Order Form or SOW, each Order Form or SOW creates a separate Agreement between the respective Affiliates. Amendments apply only to the executing Affiliates. Neo4j and Customer are not liable for their Affiliates' actions or obligations under separate Agreements, and there is no joint liability. Claims and damages must be pursued solely against the responsible Affiliate, except as required by local law.

3.2. **Reseller Orders.** Customer may procure use of Offerings from an Authorized Reseller. Customer's use of the Offerings is governed by the Agreement, except Section 8 (Fees and Payment; Taxes). The Authorized 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 the applicable Offerings. Neo4j is not responsible for Authorized Reseller's obligations to Customer, any of Authorized Reseller's acts and omissions, or for any third-party products or services furnished to Customer by Authorized Reseller. Neo4j is not obligated to provide the Offerings to Customer under a Reseller Agreement if it has not received an Order Form from the Authorized Reseller for Customer.

4. Intellectual Property.

4.1. **Neo4j Ownership.** Customer agrees that Neo4j or its suppliers retain all right, title and interest (including Intellectual Property Rights) in and to the Offerings, Documentation and Deliverables, 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 Offerings ("**Feedback**").

4.2. **Open-Source Software.** Third party open-source software that is utilized with or otherwise provided with the Offerings is subject to and licensed under the applicable Third-Party License Terms. 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. **Marketing.** Neo4j may reference Customer's name and logo in public marketing materials, provided such use complies with Customer's brand guidelines.

5. **Privacy.** Neo4j will process Customer's personal data, which may be submitted in connection with the registration or administration of a Neo4j account, such as name and email address, in compliance with this Agreement and Neo4j's Privacy Policy.

6. **Confidentiality.** Each party (as "**Receiving Party**") will protect the other's Confidential Information with at least the same care it uses for its own Confidential Information, and no less than reasonable care. It will (i) use Confidential Information of the other party (the "**Disclosing Party**") only as permitted under the Agreement, and (ii) limit access to those who need it, and who are bound by similar confidentiality obligations, and for whom the Receiving Party shall be liable for compliance hereof. If legally required to disclose Confidential Information, the Receiving Party will, where legally permitted, give advance notice and reasonably assist in seeking confidential treatment of the Confidential Information. Disclosure may cause significant harm, entitling the Disclosing Party to seek equitable relief in addition to other legal remedies.

7. Offerings and Other Services.

7.1. **Offerings.** Neo4j will provide to Customer the applicable Offerings during the Term as described in the applicable Offerings Addendum, which are incorporated into and subject to the Terms.

7.2. **Consulting Services.** Customer may execute an Order Form or SOW for Neo4j to provide Consulting Services. Any such Order Forms or SOWs are incorporated into and governed by these Terms.

7.3. **Support and Availability.** During the Term, Neo4j will provide Customer with Support Services for its Offerings as specified in the applicable Support Terms and/or Order Form. For Offerings that are offered free of charge, Neo4j may or may not, in its discretion, provide more limited support. 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.

8. Fees and Payment; Taxes.

8.1. **Fees and Payment.** Customer agrees to pay all fees charged by Neo4j for Customer's use of Offerings. The fees will be (i) specified in applicable Order Forms and SOWs, and/or (ii) calculated based on the fees for the specific Offering set forth on the Pricing Page ("**Fees**"). Except as expressly set forth in this Agreement, all payment obligations are non-cancelable and Fees are non-refundable. Late payments incur a charge of the lower of 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) or the highest interest rate permitted by applicable law.

8.2. **Purchase Orders.** If Customer issues a purchase order, it is for internal purposes only and any terms and conditions referenced in the purchase order are rejected by Neo4j and

have no effect. No purchase order shall limit Neo4j's right to collect Fees and must cover the total Fees owed under the applicable Order Form or SOW. On request, Neo4j may reference the purchase order number on its invoices, provided the purchase order is given to Neo4j at least ten (10) business days before the invoice date.

8.3. Taxes. Fees exclude all taxes (e.g., sales, use, GST, VAT, withholding), except those based on Neo4j's net income, property, or employees. Customer is responsible for all taxes related to its purchases and use of the Offerings. If Neo4j is required to pay or collect such taxes, it will invoice Customer, who must pay unless a valid exemption certificate authorized by the appropriate taxing authority is provided. If withholding is required by law, Customer will gross up payments so Neo4j receives the full amount equal to the amount Neo4j would have received had no such deductions or withholdings been made. Upon request, Customer will provide proof of tax remittance and, where applicable, VAT/GST registration numbers on the Order Form.

8.4. Reseller Orders. If Customer procures Offerings through a Reseller, Customer agrees (a) Neo4j may share usage and billing details with the Reseller, and (b) termination and suspension provisions apply if Reseller fails to pay Neo4j.

8.5. Cloud Marketplace Billing. Notwithstanding anything to the contrary in this Agreement, where Customer has purchased Offerings through a cloud service provider (a "CSP") marketplace, Customer agrees that all Fees shall be paid through billing of Customer's account with such CSP. Customer further agrees that any refund to which Customer may be entitled under this Agreement may be provided in the form of a credit back to Customer's account with such CSP, unless otherwise limited by the CSP's refund requests policy.

9. Term and Termination.

9.1. Term. This Agreement is effective as of the Effective Date and will remain in effect for the Term of the Agreement.

9.2. Termination for Cause.

(a) Each party may terminate this Agreement with notice if (i) the other party commits a material breach of the Terms 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. Termination of this Agreement pursuant to this Section 9.2(a) will result in the termination of any Subscriptions, Order Forms, or SOWs that may be in effect.

(b) Each party may terminate an Order Form or SOW with notice if (i) the other party commits a material breach of the applicable Order Form or SOW and fails to cure it within thirty (30) days following a written request from the notifying party to cure such material breach. Upon the termination or expiration of an Order Form or SOW, the respective rights and obligations of the parties will cease, provided that

termination under this Section 9.2(b) will not result in termination of any coexisting Order Forms and/or SOWs that are subject to these Terms and not affected by the material breach and the respective termination.

9.3. Effect of Termination.

(a) Upon the termination of the Agreement: (i) the right to use the Offerings immediately ends, and the Customer, including Users and Contractors, must stop using them (except to exercise the Retrieval Right as set forth in the Cloud Offering Addendum, if applicable) and (ii) Neo4j's obligations to perform or provide the Offerings shall immediately terminate. In addition, Customer shall pay Neo4j any outstanding and future Fees under the Agreement, unless Customer terminates under Section 9.2. In such an event, Neo4j will refund the unused portion of prepaid Fees based on the effective date of termination. 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 and applicable laws.

(b) 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), 6 (Confidentiality), 8 (Fees & Payment; Taxes), 9.3 (Effects of Termination), 11 (Indemnification), 12 (Limitation of Liability), and 13 (General Terms).

(c) Neo4j shall not be liable to the Customer or any third party for costs or damages resulting from the termination of any Order Form or SOW due to the Customer's uncured breach. This includes losses of prospective profits, goodwill, expenditures, leases, or commitments related to the Customer's business

10. Warranty.

10.1. **Neo4j Warranty.** Neo4j warrants that the Software and the Cloud Offering will materially conform to the specifications set forth in their applicable Documentation during the Subscription Term. This warranty excludes trial or beta versions, experimental features, and issues related to the performance, operation or security of the Software and the Cloud Offering that are caused by or attributable to third-party content, services provided by third parties, or any bug, defect or error caused by or attributable to software or hardware not approved by Neo4j. Neo4j does not warrant that the Software and the Cloud Offering will be uninterrupted or error-free, that all defects will be corrected, or that the Software and the Cloud Offering will meet Customer's requirements or expectations. Neo4j also warrants that Support Services will be performed professionally and according to industry standards, and, in accordance with Neo4j's then current applicable Support Terms.

10.2. **Remedies.** If Neo4j is unable to correct a reported non-conformity with this warranty within a reasonable time after receipt of notice by Customer, either party may terminate the

applicable Order Form or SOW, and Customer, as its sole remedy, will be entitled to receive a refund of any unused Fees that Customer has pre-paid for the applicable Offering.

10.3. Disclaimer. Except as set forth in the Agreement, the Offerings are 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.

11. Indemnification.

11.1. By Neo4j. Neo4j will defend and indemnify Customer against third-party claims that an Offering and/or Deliverable, when used per the Agreement and Documentation, infringes a copyright or registered patent in a Berne Convention country, covering damages and costs finally awarded or settled by Neo4j. If Customer’s use of the Offering results or is likely to result in an infringement claim, Neo4j may: (a) substitute functionally similar products or services; (b) procure for Customer the right to continue using the Offering; or (c) terminate the applicable Order Form or SOW and refund unused pre-paid Fees for the applicable Offering. This obligation does not apply to claims caused by: (1) third-party or Customer-requested modifications; (2) the combination of an Offering with non-Neo4j products or processes; (3) use of the Offering in non-conformity with the applicable Agreement and Documentation; or (4) Customer Data or non-Neo4j deliverables. This Section 11.1 is Customer’s sole remedy for intellectual property infringement claims.

11.2. By Customer. Customer will defend and indemnify Neo4j against any third-party claim related to Customer Data, materials provided to Neo4j by Customer in connection with an Offering, or any Customer-offered product or service used with the Offering(s), and will cover any damages and costs (including reasonable attorneys’ fees) finally awarded against Neo4j or agreed in settlement by Customer resulting from such claim.

11.3. Procedures. For claims under this Section, the indemnified party must: (i) promptly notify the indemnifying party in writing, (ii) allow the indemnifying party to control the defense and settlement at indemnifying party’s expense, and (iii) provide reasonable cooperation at the indemnifying party’s expense. Delay in notice does not relieve obligations but excludes liability for pre-notice expenses or harm caused by the delay or failure to notify. The indemnifying party may not settle any claim imposing obligations (except payment covered by the indemnifying party or ceasing to use infringing materials) or admissions on the indemnified party without the indemnified party’s written consent, not unreasonably withheld. Indemnification under this Section does not apply if the indemnified party settles or admits liability without prior written consent.

12. Limitation of Liability.

12.1. 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 Offerings, regardless of the legal theory upon which any claim is based, even if advised of the possibility of such damages.

12.2. Aggregate Liability. Without limiting the foregoing, and subject to Section 12.3, 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 under the applicable online order, Order Form, or SOW during the twelve (12) month period immediately preceding the event giving rise to the claim for damages ("General Liability Cap"), except Neo4j's total aggregate liability for damages arising out of or related to any Offering provided free of charge is limited to \$500 (five hundred U.S. dollars).

12.3. Exceptions to Limitations. The limitations in Sections 12.1. and 12.2 shall not apply to the extent arising from (i) a party's fraud, gross negligence, 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.

12.4. Data Processing and Unauthorized Disclosure. The limitation of liability in Section 12.2 shall not apply to damages arising from (i) Neo4j's failure to comply with its obligations under Neo4j's Data Processing Addendum ("DPA"), to the extent that the parties have executed a DPA, or (ii) 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").

12.5. Applicability to Offerings and Support. This Section 12 applies to Offerings and Support Services, if applicable. These limitations shall apply even if this Agreement or any limited remedy specified herein is found to have failed its essential purpose.

13. General Terms.

13.1. Choice of Law; Venue. This Agreement and any applicable Agreement shall be governed by the Governing Laws, excluding its conflicts of law rules, and the parties' consent to exclusive jurisdiction and venue in the Governing Courts, without regard to the United Nations Convention on the International Sale of Goods.

13.2. 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.

13.3. Order of Precedence. In the event of a conflict between the Terms and any Order Form or SOW, the order of precedence will be: first, the Order Form; second, the SOW; third, the Terms.

13.4. Assignment. While the Neo4j entity contracting with Customer remains 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 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.

13.5. 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.

13.6. Notices. Notices under this Agreement must be in writing and sent by personal delivery, email, or certified/registered mail (return receipt requested). They are deemed given upon delivery, five (5) business days after mailing, or upon email confirmation. Notices go to the addresses in the latest Order Form or SOW (cc: legal@neo4j.com). Customer agrees to receive electronic and website notices for policy and Documentation updates and other communications (subject to Neo4j's warranties and does not apply to notices for breach).

13.7. Code of Conduct. Each party has its own code of conduct, which it will observe during the term of the Agreement. Both parties agree their codes have equal status, and neither is contractually bound by the other party's code of conduct.

13.8. 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.

13.9. 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.

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

13.11. Amendments. Except as otherwise specified in this Agreement, this Agreement may be amended or supplemented only by a writing that refers explicitly to this Agreement and that is signed on behalf of both parties.

13.12. Entire Agreement. This Agreement and the referenced documents (incorporated by reference) represent the complete and exclusive understanding between the parties,

superseding all prior agreements or communications on the subject. You acknowledge that your payment obligations under the Order Form or SOW are not based on any future availability of programs or updates.

13.13. **Electronic Execution.** This Agreement may be signed electronically or entered into in one or more counterparts, each of which will be deemed an original, and all of which taken together shall constitute one and the same instrument.

14. Definitions.

14.1. **"Acceptable Use Policy"** means Neo4j's acceptable use policy, made available at <https://neo4j.com/legal-terms/>.

14.2. **"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.

14.3. **"Authorized Reseller"** means a vendor authorized by Neo4j to resell its Offerings.

14.4. **"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.

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

14.6. **"Contractor"** shall mean the independent contractors and consultants permitted by Customer to use the Offerings.

14.7. **"Customer Data"** means any data uploaded by or on behalf of Customer through applicable Offerings for processing, storage, or hosting in connection with Customer's use of that Offering.

14.8. **"Deliverables"** has the meaning set forth in the Consulting Services addendum.

14.9. **"Disclosing Party"** is defined in Section 6 (Confidentiality).

14.10. **"Documentation"** means Neo4j's documentation and usage guides including standard installation materials, training materials, specifications and online help documents

for the applicable Offerings made generally available by Neo4j, such as <https://neo4j.com/docs/>.

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

14.12. **"Fees"** is defined in Section 8.1 (Fees and Payment).

14.13. **"Governing Courts"** and **"Governing Laws"** mean for customers contracting with Neo4j Sweden AB, the Governing Laws are Swedish law with exclusive jurisdiction in the courts of Malmö, Sweden; and for customers contracting with Neo4j, Inc., the Governing Laws are the laws of California with exclusive jurisdiction in the state and U.S. federal courts located in Santa Clara, California.

14.14. **"Intellectual Property Rights"** means current and future worldwide rights under patent, copyright, trade secret, trademark, and moral rights laws, and other similar rights.

14.15. **"Neo4j Contracting Entity"** means, in the following order of precedence, (i) the entity specified in an Order Form or SOW; (ii) Neo4j Inc. for transactions through a CSP marketplace; (iii) Neo4j Sweden AB for Customers incorporated in Europe, Middle East, Africa, China and Singapore; or (iv) Neo4j, Inc. for Customers incorporated in all other countries.

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

14.17. **"Offering(s)"** means Neo4j's offerings and services, such as Neo4j's self-hosted software (**"Software"**) subject to the Software Addendum, software-as-a-service cloud offering (**"Aura"** or **"Cloud Offering"**) subject to the Cloud Addendum, and Neo4j's consulting services (**"Consulting Services"**) subject to the Consulting Services Addendum; each of which may be ordered by Customer in an applicable Order Form or SOW, available on an online purchasing portal, or provided to Customer free of charge.

14.18. **"Offerings Addendum"** means a separate addendum with offering-specific terms for the applicable Offering, such as the Software Addendum, Cloud Addendum, and/or Consulting Services Addendum.

14.19. **"Order Form"** means the Neo4j ordering document referencing these Terms, executed by Customer or submitted by a Reseller which specifies the Offerings being provided by Neo4j, including any addenda and supplements, during the applicable Subscription Term.

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

14.21. **"Privacy Policy"** means Neo4j's Privacy Policy made available at <https://neo4j.com/legal-terms/>.

14.22. **"Receiving Party"** is defined in Section 6 (Confidentiality).

- 14.23. **"Reseller Agreement"** means an ordering document which sets the fees and terms between Authorized Reseller and Customer.
- 14.24. **"SOW"** means each ordering document executed by the parties for Consulting Services referencing this Agreement.
- 14.25. **"Subscription"** means Customer's right, for a fixed period, to possess, use and/or access the Offerings, and to receive associated Support Services.
- 14.26. **"Subscription Term"** means the period commencing and expiring in accordance with the start and end date set forth on the applicable Order Form.
- 14.27. **"Support Services"** means Neo4j's support and maintenance services.
- 14.28. **"Support Terms"** means the Neo4j Support Terms made available at <https://neo4j.com/terms/support-terms/>.
- 14.29. **"Term"** has the meaning set forth in the applicable Offering Addendum.
- 14.30. **"Third-Party License Terms"** means the list of third-party licenses available at www.neo4j.com/thirdpartylicenses/.
- 14.31. **"Trust Center"** means the Neo4j Security and Compliance site, made available at <https://trust.neo4j.com/>.
- 14.32. **"Users"** means persons granted access to the Offerings by or on behalf of Customer, including its Affiliates, Contractors and its Affiliates' Contractors.

Neo4j Cloud Addendum

This Neo4j Cloud Addendum ("**Cloud Addendum**") is incorporated into and supplements the Neo4j Terms. This Cloud Addendum sets forth the terms that govern Customer's access and use of Neo4j's Cloud Offering. Capitalized terms not defined in this Cloud Addendum shall have the meanings set forth in the Terms of the Agreement.

1. General.

1.1. **Access and Use Rights.** Neo4j will make the Cloud Offering available to Customer during the Term 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 Cloud Offering. Customer may permit its Contractors and Affiliates to serve as Users provided that any use of the Cloud Offering is solely for the benefit of

Customer. Customer remains liable for any acts or omissions and the compliance with the Agreement by its Affiliates and/or Contractors.

1.2. **Client Software.** To the extent Customer in connection with its use of the Cloud Offering 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 Cloud Offering, subject to the terms and conditions of the Agreement and Documentation.

1.3. **Neo4j Technology.** Customer acknowledges the Cloud Offering is offered as an online, hosted solution, and that Customer has no right to obtain a copy of the underlying computer code, except (if applicable) for the Client Software in object code format.

1.4. **Term.** When the Agreement includes this Cloud Addendum, the term of the Agreement commences on the Effective Date and will remain in effect for the Subscription Term and any subsequent Follow-On Periods ("**Term**"). Customer's continued use of the Cloud Offering following the end of the Subscription Term (and any subsequent Follow-On Periods) constitutes Customer's consent to a one-month renewal of the Neo4j Cloud Agreement (located at <https://neo4j.com/legal-terms/>) (a "**Follow-On Period**"). If there is no Order Form currently in effect, either party may terminate the Neo4j Cloud Agreement upon 30 days notice to the other party during a Follow-On Period.

1.5. **Support and SLA.** During the Term, Neo4j will provide Customer with the service levels for the Cloud Offering in accordance with the applicable Service Level Agreement ("**SLA**") made available at <https://neo4j.com/legal-terms/>.

2. **License Restrictions.** Except as otherwise set forth in the applicable Order Form, Customer will not (and will not permit any third party to) (i) use the Cloud Offering in violation of the Acceptable Use Policy; (ii) use the Cloud Offering to provide, or incorporate the Cloud Offering into, any graph database service for the benefit of a third party; or (ii) run or use any Community version or edition of Neo4j software subject to an open source license during the Term and for thirty-six (36) months thereafter.

3. **Customer Data.**

3.1. **Customer Data and Ownership.** Customer or its licensors retain all right, title and interest (including Intellectual Property Rights) in and to Customer Data. 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 Offerings to Customer or as required by law.

3.2. **Customer Responsibilities.** Customer is solely responsible for the accuracy, content and lawfulness of all Customer Data. Customer warrants that Customer has sufficient rights in the Customer Data to grant the rights to Neo4j under the Agreement. Customer agrees that it is responsible for assessing whether (i) its use of the Cloud Offering 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 Cloud Offering complies with specific regulatory and security requirements applicable to Customer in light of Customer's intended purpose in using the Cloud Offering. If the Health Insurance Portability and Accountability Act ("HIPAA") applies to Customer, Customer shall, prior to using Neo4j's Cloud Offering, enter into a Business Associate Agreement with Neo4j.

3.3. Personal Data. In the event that Customer submits Customer Personal Data to Neo4j for processing, the parties will comply with the Data Processing Addendum ("DPA").

"Customer Personal Data" means the personal data contained within Customer Data, including any special categories of personal data or sensitive data as defined in the DPA. For clarity, data for which Neo4j is a data controller is processed in compliance with this Agreement and Neo4j's Privacy Policy.

3.4. Customer Data Retrieval. Customer will have up to thirty (30) calendar days from termination or expiration of this Cloud Addendum to access the Cloud Offering solely to the extent necessary to retrieve Customer Data ("**Retrieval Right**"). If Customer exercises its Retrieval Right, this Cloud Addendum 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 Customer Data available after expiration of the Retrieval Right and (subject to Section 9.3(a) (Effect of Termination) of the Terms) 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 passwords or access codes, and any other Neo4j Confidential Information in its possession.

4. Suspension. In addition to the other rights or remedies set forth in this Cloud Addendum and the Agreement, 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 breach of Section 2.3 (General Restrictions) of the Terms and Section 2 (License Restrictions) of this Cloud Addendum, (iii) if Neo4j reasonably determines suspension is necessary to avoid material harm to Neo4j or its other subscribers, including if the Cloud Offering 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.

5. Aura-Feature Specific Terms. Customer's use of certain Aura services and features will be subject to the applicable provisions in the Aura Feature-Specific Terms (available at <https://neo4j.com/legal-terms/>).

