

The revised version of the agreement below more accurately reflects Apollo's current offerings and replaces the prior version (for reference, [available here](#)) and applies to all new Orders as of August 6, 2024. Orders issued before August 6, 2024 remain subject to the prior version in effect when that Order was signed; upon renewal or amendment, the revised version will then apply. Orders issued under separate written agreements with Apollo do not become subject to the revised version, but instead continue to operate under such separate written agreements.

## GraphOS Subscription Agreement

**Effective starting:** August 6, 2024

This GraphOS Subscription Agreement (this "**Agreement**") between Apollo and Customer incorporates the following in order of precedence: (1) Order(s); (2) this Agreement cover-page; (3) Program Standards (but solely as to the applicable subject matter); and (4) Subscription Terms and Conditions.

<b>Agreement Information</b>	
<b>Parties</b>	<p><b>Legal Name:</b> Apollo Graph, Inc. "<b>Apollo</b>"  <b>Business Entity:</b> Delaware corporation  <b>Mailing address:</b> 1600 Bryant Street #411447, SMB#20356, San Francisco, CA 94141, United States  <b>Email addresses:</b> <a href="mailto:support@apollographql.com">support@apollographql.com</a>; <a href="mailto:legal@apollographql.com">legal@apollographql.com</a>; and as indicated on an Order</p> <p>"<b>Customer</b>"  As indicated on an Order</p>
<b>Effective Date:</b>	Takes effect when an Order becomes effective per <b>Section 1 (Order Process)</b>
<b>Order:</b>	As entered into per <b>Section 1 (Order Process)</b>
<b>Program Standards:</b>	<p>Ancillary Services Policy <a href="#">located here</a>  Data Processing Addendum <a href="#">located here</a>  Security Measures, available at Apollo's Trust Center <a href="#">located here</a>  Service Level Agreement <a href="#">located here</a>  Support Policy <a href="#">located here</a></p>
<b>Purpose and Scope:</b>	<p>Apollo provides enterprise Subscription Offerings under the brand name <b>GRAPHOS®</b>. Customer wishes to access and use Subscription Offerings, in each case as detailed on an Order.</p> <p>The parties agree this Agreement sets forth the conditions governing the parties' rights and obligations in connection with Subscription Offerings.</p>
<b>Notices</b>	<p>Must be in writing to addresses on this cover-page or an Order.</p> <p>For non-litigation, non-indemnification, and non-confidentiality matters, Customer may email <a href="mailto:support@apollographql.com">support@apollographql.com</a> and Apollo may email designated administrator User(s), billing contact(s), or other Customer-specified contacts.</p>
<b>Definitions</b>	Defined terms are set forth in <b>Section 15 (Definitions and Terms)</b>

## Subscription Terms and Conditions

**1. Order Process.** Unless otherwise agreed by Apollo and Customer in writing, an Order is placed and becomes effective as follows:

**1.1. Direct Subscriptions.** For direct subscriptions through Apollo, an Order becomes effective upon signature by Apollo and Customer, or as otherwise mutually agreed in writing. For individuals signing on behalf of an entity, 'Customer' refers to that entity and the signatories warrant they are authorized to bind the entity to this Agreement.

**1.2. Indirect Subscriptions.** For indirect subscriptions through a third-party marketplace or Apollo-authorized resale partner (each, a "Reseller"), an Order becomes effective as specified in Apollo's agreement with Reseller. Such Orders are also subject to "Reseller and Marketplace Terms" outlined below.

**1.3. Reseller and Marketplace Terms.** For indirect subscriptions through a Reseller, the following Reseller and Marketplace Terms apply: (a) references to 'Order' means the ordering document between Apollo and Reseller; (b) references to 'Customer' means the Subscription Offering end-user customer(s) identified in an Order; (c) Apollo may suspend Customer's access if Apollo does not receive amounts owed by Reseller by the 10th calendar day after sending Reseller a non-payment notice; (d) Reseller is not authorized to modify this Agreement or commit Apollo to any additional obligations beyond this Agreement; (e) Customer's Subscription Offering access and use are solely subject to this Agreement and not any agreement between Customer and Reseller; and (f) Apollo has no liability to Customer under any agreement between Customer and Reseller, but to the extent it is necessary to calculate liability limits in **Section 13 (Limitation of Liability)**, the amount paid or payable by Reseller to Apollo will be used. Additionally, refund or payment obligation terms in this Agreement do not apply but will instead be handled directly between Customer and Reseller. However, to the extent applicable, Apollo and Reseller agree to take necessary steps to achieve the intended outcomes of such refund or payment obligations outlined in this Agreement.

## 2. Use of Products

**2.1. Access and Use.** During the Subscription Term and in accordance with this Agreement, Apollo will (a) provide Customer and its Users access to and use of Cloud Products, and (b) grant Customer a limited, non-exclusive, non-transferable license, without sublicensing rights, to install and use Software. Both (a) and (b) are solely for Customer's internal business purposes and must comply with Documentation [located here](#). This Agreement grants only those licenses explicitly stated herein and does not imply any additional licenses.

**2.2. GraphOS Router.** Apollo makes certain Software packages under the brand names 'Apollo Federation' and 'Apollo Router' ("Apollo Router Core"), under the source-available "Elastic License" [located here](#). At Apollo's discretion, Apollo Router Core can be freely downloaded from its public repository [located here](#). However, additional features and functionalities not included in Apollo Router Core are only available under this Agreement ("Commercial Features"). Together, Apollo Router Core and Commercial Features are referred to as "GraphOS Router." Apollo makes Commercial Features available via an endpoint referred to as 'uplink' and further described in the Documentation [here](#).

**2.2.1. Use Under Agreement.** During the Subscription Term, Customer's use of GraphOS Router (inclusive of Apollo Router Core) is governed by this Agreement, not the Elastic License. Notwithstanding the foregoing, Customer acknowledges that any violation of the conditions of the Elastic License in connection with GraphOS Router is considered a material breach of this Agreement and is a use restriction set forth under **Section 4.1 (Restrictions)**.

**2.2.2. Separate Use.** If Customer or its Affiliates use Apollo Router Core separately from this Agreement (for example, a different business unit downloads Apollo Router Core for reasons unrelated to this Agreement), this Agreement will not affect Customer's or its Affiliates' rights and obligations under the Elastic License for such separate use. Similarly, Apollo's obligations and liabilities under this Agreement (including Support obligations) do not apply to such separate use.

**2.3. Use Limits.** Use Limits will be as indicated on an Order. If, to the extent applicable, Customer uses Products in an approved 'air-gapped' manner (where Apollo cannot calculate Use Limits), Customer agrees to provide Apollo with regular reporting as reasonably requested. For purposes of calculating certain Use Limits referred to as 'operations,' Apollo counts unique traffic processed by any Apollo Technology used by or on behalf of Customer or its Affiliates.

## 3. Apollo Responsibilities

**3.1. Delivery.** In accordance with an Order, Documentation, or and discussions between parties, Apollo will electronically deliver applicable login instructions, license keys, tokens, and/or other credentials needed for Product access ("Access Credentials"). Except as otherwise set forth in an Order, Apollo's delivery obligations are fulfilled upon providing Access Credentials.

### 3.2. Support

**3.2.1. Support Plans.** Apollo will provide Support for Products throughout the Subscription Term as outlined in the Support Policy or as indicated on an Order. As more fully described in the Support Policy, Support coverage is determined by Customer's subscription tier: (a) 'Standard Support,' included as part of its

subscription cost, is available during Business Days; (b) 'Business Support,' also included as part of its subscription cost, extends coverage beyond Business Days; and (c) eligible enterprise customers may opt for enhanced 'Premier Support' at an additional fee. "Business Days" are defined as Monday through Friday, excluding Apollo-recognized holidays (New Year's Day, Martin Luther King Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving and the following Friday, Christmas Eve, and Christmas Day, or the preceding Business Day if any fall on a non-Business Day).

**3.2.2. OSS Offering Support.** Apollo will provide Support for OSS Offerings, so long as Apollo continues to make these OSS Offerings publicly available and supported. If Apollo discontinues or sunsets any OSS Offering, Support will no longer be provided. The use of OSS Offerings is governed exclusively by OSS Licenses, with the exception of the Support Policy. No other terms or conditions of this Agreement apply to OSS Offerings.

**3.2.3. Support Exclusions.** Except as set forth in the Support Policy or indicated on an Order, Apollo's Support obligations do not extend to issues resulting from Product modifications made by parties other than Apollo or those acting under Apollo's direct instruction, nor to issues not supported by the Documentation. Support does not encompass Ancillary Services, such as implementation, configuration, integration, training (excluding self-paced courses), or assistance with administrative functions. Additional services beyond the scope of Support may be purchased separately as Ancillary Services.

**3.3. Service Levels.** Subject to the service level commitments set forth in the SLA, Apollo will make relevant Cloud Product(s) available during the Subscription Term.

#### **4. Customer Responsibilities**

**4.1. Restrictions.** Except as otherwise expressly set forth in this Agreement, Customer will not at any time, directly or indirectly (and must not permit or encourage anyone else to): (a) rent, lease, sell, distribute, or sublicense Subscription Offerings or include Subscription Offerings in a service bureau or outsourcing offering or for any purpose other than its own use; (b) provide access to Subscription Offerings to a third party; (c) remove, obscure or modify in any way any proprietary or other notices or attributions in Subscription Offerings; (d) use or make reference to Subscription Offerings to develop a similar or competing product or service; (e) publicly disseminate Subscription Offering performance, information, analysis, or benchmarking results; (f) reverse engineer, decompile, disassemble or seek to access non-public source code or APIs to Subscription Offerings (except where permitted by Applicable Laws, but in such instances Customer must first notify Apollo); (g) interfere with or circumvent Use Limits; (h) modify or create derivative works of Cloud Products or Commercial Features or any encrypted or encoded portion of Software; (i) use Cloud Products to process any Sensitive Personal Data; or (j) violate any conditions of the Elastic License in connection with Software.

**4.2. Determination.** Customer is responsible for determining whether: (a) Products meet its requirements and any regulatory obligations; (b) it has made all necessary disclosures and obtained all required rights and consents to use Customer Data and Customer Materials under this Agreement.

**4.3. Updates.** Customer agrees to accept or install Updates as soon as practicable after Apollo makes them generally available and notifies Customer (including if such notification is included in a general notice to all Apollo customers). Apollo is not obligated to provide Support or meet service level commitments if Updates are necessary to provide these services.

**4.4. Third-Party Applications.** If Customer chooses to enable and use Third-Party Applications, Customer alone is responsible for its use of Third-Party Applications. Customer expressly agrees that Apollo has no liability for Customer's use of such Third-Party Applications.

#### **5. Privacy and Security**

**5.1. Privacy.** To the extent applicable, the parties will comply with the DPA, which is incorporated into this Agreement and applies to Cloud Products, Ancillary Services (subject to **Section 7.6 (Personal Data)**), and Support. Cloud Products are only designed to process Business Contact Information and are expressly not designed or intended to process Sensitive Personal Data. For clarity, Apollo does not act as a data processor with respect to any data processed by or within GraphOS Router. Apollo may use the Business Contact Information of Users and individuals associated with Customer's account to provide Subscription Offerings to Customer and administer Customer and User accounts in accordance with the DPA, and pursue other lawful business purposes in accordance with Apollo's privacy policy [located here](#).

**5.2. Security.** As outlined in the Security Measures, Apollo maintains appropriate technical and organizational measures to protect Customer Data and Customer Materials under its control. Security Measures may be updated from time to time to improve security. Customer is responsible for correct Product configuration, enabling single sign-on where applicable, and securing Access Credentials. Customer agrees to use appropriate commercial efforts to prevent unauthorized access and, subject to Applicable Laws, will promptly notify Apollo of suspected credential compromise or unauthorized access to Products.

#### **6. Ancillary Services**

**6.1. Provision.** Apollo will provide Ancillary Services as outlined in the Ancillary Services Policy or as indicated on an Order. Customer acknowledges that successful delivery of Ancillary Services depends on its timely cooperation and agrees to make appropriate personnel and/or information reasonably available and in a timely manner. Customer further acknowledges

that, unless expressly set forth in an Order, Apollo does not provide data backup services in connection with Ancillary Services, and Customer is responsible for maintaining any backup copies of all Customer Materials.

**6.2. Deliverables.** As part of the Ancillary Services, Apollo may provide Deliverables. Apollo grants Customer a non-exclusive, perpetual, fully paid-up, royalty-free license to use Deliverables as part of its authorized use of Products. Unless otherwise indicated on an Order, Deliverables are not: (a) subject to any maintenance, support, or updates; (b) considered a 'work made for hire' under United States Applicable Laws (or other such equivalent under other Applicable Laws); and (c) subject to any acceptance criteria or process.

**6.3. Fees and Scope.** Ancillary Services fees are charged to secure the availability, time, and effort of Apollo's personnel. Apollo commits to using commercially reasonable efforts to deliver Ancillary Services professionally and to address Customer requests. However, Apollo does not guarantee the resolution of all such requests and any timelines provided are good faith projections and not guarantees. The actual scope of advice and guidance provided will depend on the specific Ancillary Services ordered, as well as Customer's particular requests and needs. Any topics not specifically ordered fall outside the scope of the related services.

**6.4. Term.** Ancillary Services may be offered on a subscription or standalone basis, as described in the Ancillary Services Policy or as indicated on an Order. Unless otherwise indicated on an Order, Ancillary Services must be consumed within 12 months from the Subscription Term start date indicated on the Order.

**6.5. Location.** Apollo will provide Ancillary Services remotely unless Apollo otherwise agrees to provide Ancillary Services at a Customer-selected worksite. If Apollo personnel travel at Customer's request, Customer agrees to reimburse Apollo's reasonable, actually incurred travel and lodging expenses. While on Customer's premises, Apollo personnel will adhere to Customer's reasonable onsite access policies provided by Customer in advance; provided however, no such policies will be deemed to modify the terms of this Agreement.

**6.6. Personal Data.** Unless indicated on an Order, Ancillary Services are provided under the expectation that Customer is not engaging Apollo for the purpose of having Apollo act as a data processor for Customer. However, when Customer Materials include personal data (as defined in the DPA), the DPA will apply to the extent Apollo is deemed to act as Customer's data processor during the performance of Ancillary Services.

## **7. Invoicing, Payment, and Taxes**

**7.1. Fees and Invoices.** Apollo will invoice Customer, who must pay the fees in USD on an annual basis at the start of a Subscription Term, or as indicated on the Order. Fees are non-cancelable and non-refundable, unless stated otherwise in this Agreement. If the Order does not specify payment terms, payment is due within 30 days of Apollo sending the invoice. Subject to **Section 7.3 (Taxes)**, all payments to Apollo must be made in full without any deductions, setoffs, or withholdings, except for tax withholdings required by Applicable Laws.

**7.2. Payment Disputes.** Customers must dispute any fees in writing within 30 days of receiving the invoice. Late payment includes the following consequences: (a) Apollo can charge 1.5% interest per month or the maximum allowed by law; (b) Customer must reimburse Apollo for reasonable costs incurred in collecting late payments, including reasonable attorney fees; and (c) if payment is not made within 10 days after Customer receives non-payment notice, Apollo can suspend access to, or provision of, Subscription Offerings until full payment is received. Notwithstanding the foregoing, Apollo will not charge interest or suspend access if Customer disputes the charges in good faith and cooperates to resolve the dispute.

**7.3. Taxes.** Apollo's fees are exclusive of all Taxes, and Customer is responsible for payment of all Taxes associated with this Agreement, except that Apollo is responsible for taxes assessable against Apollo based on Apollo's net income, property, and employees. If Customer is legally entitled to any applicable Tax exemption, upon signing an Order, Customer must provide Apollo with a legally sufficient tax exemption certificate for each taxing jurisdiction, and Apollo will not charge Customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer agrees to notify Apollo and pay any additional amounts necessary to ensure that the net amount that Apollo receives, after any deduction and withholding, equals the amount Apollo would have received if no deduction or withholding had been required. Upon request, Customer shall provide documentation showing that any required withheld and deducted amounts have been paid to the relevant taxing authority.

## **8. Intellectual Property**

**8.1. Ownership; Feedback.** Except as expressly set out in this Agreement, neither party grants the other any rights or licenses to its intellectual property under this Agreement. As between the parties, (a) Customer owns all intellectual property and other rights in Customer Data and Customer Materials; and (b) Apollo retains all intellectual property and other rights in Apollo Technology, which is provided on a non-exclusive basis and not sold. Notwithstanding any of the foregoing, if Customer provides Apollo with feedback or suggestions regarding Apollo Technology, Apollo may use the feedback or suggestions without restriction or obligation.

**8.2. Data Matters.** Customer controls the content and scope of Customer Data submitted to Products. By submitting Customer Data, Customer grants Apollo, its Affiliates, and service providers a worldwide, non-exclusive, limited-term license to use Customer Data as needed to: (a) provide and maintain Subscription Offerings; (b) address service, security, or Support issues; (c) comply with Applicable Laws; and (d) fulfill purposes expressly permitted by Customer in writing, including in Orders. Apollo may use anonymized and aggregated data derived from Customer Data, along with usage telemetry ("**Derived**

Data”), for business purposes during and after the term of this Agreement. These purposes include the development of embeddings and the creation of test/training data for Apollo’s models and related current or future products and generating insights and reports. Apollo will not identify Customer or any third party or individual as a data source without Customer’s express, written consent. Apollo retains perpetual rights to use, modify, and create derivative works from Derived Data, and owns all resulting commercialization or licensing rights. Apollo’s use of Derived Data remains subject to its privacy, security, and confidentiality obligations hereunder, and the DPA if applicable.

## **9. Representations, Warranties, and Disclaimers**

**9.1. Mutual Warranties.** Each party represents that: (a) it is duly organized, validly existing, and in good standing under its jurisdiction of organization and has the right to enter into this Agreement; (b) the execution, delivery, and performance of this Agreement are within the party’s corporate powers, have been duly authorized by all necessary corporate action, and constitute a valid and binding agreement of the party.

**9.2. Apollo Warranties.** Apollo warrants to Customer that: (a) Products will perform substantially in accordance with Documentation in all material respects; (b) Apollo will not materially decrease the functionality or overall security of Products during a Subscription Term; (c) Ancillary Services will be provided in a professional and workmanlike manner consistent with industry standards; (d) Apollo will use reasonable efforts to ensure that Products, as provided by Apollo, are free of viruses, malware, or similar malicious code. These warranties do not apply to issues or non-conformities caused by: (i) Customer’s unauthorized use or modification; (ii) unsupported Software releases (provided Apollo has generally notified customers about such unsupported releases); or (iii) Third-Party Applications.

**9.3. Customer Warranties.** Customer represents and warrants that Customer Data, as processed by Apollo in accordance with this Agreement, will not: (a) infringe, misappropriate, or otherwise violate the intellectual property rights or other rights of any third party; or (b) knowingly violate Applicable Laws.

**9.4. Disclaimers.** Except for the express warranties provided in **Section 9.2 (Apollo Warranties)**, the relevant Subscription Offerings are provided on an ‘AS IS’ basis. Apollo makes no other warranties, whether express, implied, statutory, or otherwise, including warranties of merchantability, fitness for a particular purpose, title, or non-infringement. Apollo does not warrant that Customer’s use of Products will be uninterrupted or error-free. Apollo is not liable for delays, failures, or problems inherent in the use of the internet and electronic communications or other systems outside Apollo’s control.

## **10. Confidentiality**

**10.1. Obligations.** Unless expressly permitted by Discloser in writing, Recipient must: (a) hold Discloser’s Confidential Information in confidence and not disclose it to third parties except as permitted in this Agreement, and (b) only use such Confidential Information to fulfill its obligations and exercise its rights in this Agreement. Recipient may disclose such Confidential Information to its employees, agents, contractors, and other representatives having a legitimate need to know, provided Recipient remains responsible for their compliance with this **Section 10 (Confidentiality)** and they are bound to confidentiality obligations no less protective than this **Section 10 (Confidentiality)**. Recipient also may disclose Confidential Information if required by Applicable Laws, subpoena, or court order, provided (if permitted by Applicable Laws) it notifies Discloser in advance and cooperates, at Discloser’s cost, in any reasonable effort to obtain confidential treatment.

**10.2. Exclusions.** These confidentiality obligations do not apply to information that Recipient can demonstrate: (a) is or becomes publicly available through no fault of Recipient, (b) it knew or possessed prior to receipt under this Agreement without breach of confidentiality obligations, (c) it received from a third party without breach of confidentiality obligations, or (d) it independently developed without using or referring to Discloser’s Confidential Information.

**10.3. Remedies.** Unauthorized use or disclosure of Confidential Information may cause substantial harm for which damages alone are an insufficient remedy. Each party may seek appropriate equitable relief, in addition to other available remedies, for breach or anticipated breach of this **Section 10 (Confidentiality)**.

**10.4. Publicity Rights.** During and for three months after a Subscription Term, Apollo may identify Customer as an Apollo customer in its sales and promotional materials and may also display Customer’s name and logo in a list of Apollo customers published on the Site. Apollo will promptly stop doing so upon Customer request sent to [legal@apollographql.com](mailto:legal@apollographql.com).

## **11. Indemnification**

**11.1. Apollo Indemnification.** Except as set forth below, Apollo must: (a) defend Customer Parties from and against any third-party claim to the extent alleging that Products, when used by Customer as authorized by this Agreement, infringe any intellectual property right of a third party (an “**Infringement Claim**”), and (b) indemnify and hold harmless Customer Parties against any damages, fines or costs finally awarded by a court of competent jurisdiction (including reasonable attorneys’ fees) or agreed in settlement by Apollo resulting from an Infringement Claim. In response to an Infringement Claim, Apollo may, at its option: (i) procure rights for Customer’s continued use of Products; or (ii) replace or modify the alleged infringing portion of Products without reducing the overall functionality of Products. If Apollo cannot, or believes it cannot, perform (i) or (ii), Apollo may terminate the affected Subscription Term, and Apollo will refund to Customer any pre-paid, unused fees for the terminated portion of the Subscription Term. Apollo’s indemnification obligations do not apply to the extent an Infringement Claim arises from: (w) Customer’s unauthorized modification or use of Products; (x) use of Products in combination with items not provided by Apollo (including Third-Party Applications); (y) any unsupported release of Products; or (z) Third-Party

Applications, Customer Data, or Customer Materials. This **Section 11.1 (Apollo Indemnification)** sets out Customer's exclusive remedy and Apollo's entire liability regarding Infringement Claims.

**11.2. Customer Indemnification.** Except as set forth below, Customer must: (a) defend Apollo Parties against any third-party claim that arises from Customer Data or Customer Materials ("**Customer Data Claim**" and, collectively with an Infringement Claim, a "**Claim**"); and (b) indemnify and hold harmless Apollo Parties against any damages, fines, or costs finally awarded by a court of competent jurisdiction (including reasonable attorneys' fees) or agreed in settlement by Customer resulting from a Customer Data Claim. Customer's indemnification obligation shall not apply: (i) if Customer Data is modified by Apollo or by any party under Apollo's control, without Customer's authorization but solely to the extent Customer Data Claim is caused by such modification; or (ii) to the extent Customer Data Claim arises as a result of any use or disclosure of Customer Data by Apollo not contemplated by this Agreement.

**11.3. Process and Settlement Restrictions.** The indemnifying party's obligations under this **Section 11 (Indemnification)** are subject to the indemnified party providing: (a) sufficient notice of the Claim so as to not prejudice the indemnifying party's defense of the Claim; (b) the exclusive right to control and direct the investigation, defense, and settlement of the Claim; and (c) all reasonably requested cooperation, at the indemnifying party's expense for reasonable out-of-pocket expenses. The indemnified party may participate in the defense of a Claim with its own counsel at its own expense. For clarity, the indemnified party may not settle a Claim without the indemnifying party's prior written consent. The indemnifying party may not settle a Claim without the indemnified party's prior written consent if settlement would require the indemnified party to admit fault or take or refrain from taking any action (other than relating to use of Products).

## **12. Limitation of Liability**

**12.1. Waiver.** Neither party will be liable to the other party, or to any third party, for any indirect, special, incidental, consequential, cover, or punitive damages, or for damages related to business interruption, loss of profits, goodwill, use, data, or other intangible losses arising from or relating to this Agreement. This applies even if a party was aware of the possibility of such damages. This waiver will not apply to the extent prohibited by Applicable Laws.

**12.2. General Cap.** Subject to **Sections 12.3 (Super Cap)** and **12.5 (Uncapped Claims)**, each party's total liability is limited to the amount paid or payable to Apollo for Subscription Offerings in the 12 months preceding a claim ("**General Cap**").

**12.3. Super Cap.** Subject to **Section 12.5 (Uncapped Claims)**, Apollo's total liability for claims related to its obligations pertaining to any Customer Data, Customer Materials, or personal information (including any violation or breach by Apollo of **Section 10 (Confidentiality)**, DPA, Security Measures, or any Applicable Laws pertaining to Customer Data, Customer Materials, or personal information) is limited to two times (2X) the General Cap ("**Super Cap**").

**12.4. Cumulative Liability; Nature of Claims.** Subject to **Section 12.5 (Uncapped Claims)**, Apollo's maximum total liability for all claims in aggregate will not exceed the Super Cap limit and will apply on an aggregated basis across this Agreement (including all Orders of Customer and its Affiliates). The limitations in this **Section 12 (Limitation of Liability)** apply to any and all types of legal claims or actions and will survive and apply even if any limited remedies provided in this Agreement fail of their essential purpose.

**12.5. Uncapped Claims.** The General Cap and Super Cap limits do not apply to Customer's payment obligations, or either party's (a) obligation to make payments to third parties under **Section 11 (Indemnification)**, (b) misappropriation, infringement, or violation of the other party's intellectual property rights, or (c) willful misconduct.

**12.6. Beta Products.** Customer may choose to access and use Beta Products, in each case subject to this Agreement and any additional terms specified by Apollo. Customer agrees that Apollo may terminate or modify Customer's access and use of Beta Products at any time. Customer acknowledges that Beta Products may be inoperable, incomplete, or include errors. To the maximum extent permitted by Applicable Laws, Apollo provides no warranty, indemnity, maintenance, or support for Beta Products. Notwithstanding anything to the contrary in this **Section 12 (Limitation of Liability)**, Apollo's aggregate liability for Beta Products is limited to \$100 USD.

## **13. Term and Termination; Suspension**

**13.1. Term.** This Agreement remains in effect for 90 days past the expiration or termination of the last active Order. Subscription Terms are specified in an Order.

**13.2. Renewals.** Orders placed under **Section 1.1 (Direct Subscriptions)** automatically renew for equal periods unless either party provides non-renewal notice at least 10 days before an Order expires (email sufficing). If any pricing adjustments applies to a renewal, Apollo will attempt to notify Customer at least 30 days before a Subscription Term ends (email sufficing). Unless agreed by Apollo in writing, promotional pricing or one-time discounts do not extend to renewals. Orders placed under **Section 1.2 (Indirect Subscriptions)** do not automatically renew.

**13.3. Termination for Cause.** Apollo may terminate an Order upon written notice if Customer fails to pay undisputed amounts within 30 days of notice. Either party may terminate an Orders upon written notice if the other party materially breaches this Agreement and fails to cure within 30 days of notice. Either party may also terminate if the other party becomes insolvent, enters bankruptcy or similar financial reorganization, or assigns rights or assets for creditors' benefit

**13.4. Effect of Termination.** Subject to **Section 13.6 (Retrieval Period)**, upon Order expiration or termination, (a) Customer's rights and licenses under this Agreement cease; (b) Apollo is not obligated to provide Subscription Offerings; (c) each party will make any payments required under **Section 13.5 (Payment at Termination)**; and (d) if requested, Customer will certify cessation of use and deletion and return of Apollo's Confidential Information.

**13.5. Payment at Termination.** If Customer terminates an Order under **Section 13.3 (Termination for Cause)**, Apollo will refund prorated fees for the Subscription Term portion remaining after termination. In all other cases, no refunds will be paid, and full Subscription Term fees will become immediately due and payable.

**13.6. Retrieval Period.** For up-to-30 days after an Order expires or if Customer terminates an Order under **Section 13.3 (Termination for Cause)**, Customer may request no-cost access to Products solely to retrieve Customer Data in accordance with Documentation ("**Retrieval Period**"). This Agreement remains in effect during the Retrieval Period. After the Retrieval Period ends, Apollo has no obligation to provide Cloud Product access. Unauthorized use during this period may result in immediate suspension.

**13.7. Other Post-Expiration Usage.** If Customer continues using Subscription Offerings after expiration without a new Order (other than as permitted during a Retrieval Period), the terms of this Agreement continue to apply and pricing may be calculated and invoiced according to Apollo's then-current list pricing. For clarity, this continued access does not extend the Subscription Term or prevent Apollo from suspending or terminating access.

**13.8. Suspension.** Apollo may suspend Subscription Offering access if it reasonably believes Customer has violated **Section 4.1 (Restrictions)** or used Subscription Offerings in a way that threatens Apollo's security or operations. Except in urgent situations requiring immediate action, Apollo will provide suspension notices in advance identifying the issues to be resolved. Apollo will then work in good faith with Customer to resolve the issues and promptly restore access. This right is in addition to any other remedies available at law or in equity.

**13.9. Survival.** In addition to this **Section 13.9 (Survival)**, the following will also survive expiration or termination of an Order: **Sections 4.1 (Restrictions), 5 (Privacy and Security), 7 (Invoicing, Payment, and Taxes), 8 (Intellectual Property), 9 (Representations, Warranties, and Disclaimers), 10 (Confidentiality), 11 (Indemnification), 12 (Limitations of Liability), 13.3 (Effect of Termination), 13.4 (Payment at Termination), 13.6 (Retrieval Period), 13.7 (Other Post-Expiration Usage), and 14 (General Terms)**.

**14. General Terms**

**14.1. Compliance with Applicable Laws.** Each party must comply with all Applicable Laws relevant to its respective business in its performance under this Agreement.

**14.2. Assignment and Business Changes**

**14.2.1. Assignment.** Customer may not assign or otherwise transfer this Agreement or any rights or obligations hereunder, in whole or in part, whether by operation of law or otherwise, to any third party without Apollo's prior written consent. Any purported transfer, assignment or delegation by Customer without such prior written consent will be null and void and of no force or effect.

**14.2.2. Business Change.** To the fullest extent permitted by Applicable Laws, if Customer is involved in a merger, sale of assets, sale of stock, reorganization or similar transaction where permitted assignment will potentially reduce the fees paid to Apollo under this Agreement or any Order (each, a "**Business Change**"), Apollo reserves the right to: (a) renegotiate terms to reflect usage changes before extending rights and licenses under this Agreement to any other entity involved in the Business Change; or (b) require any other entity involved in the Business Change to enter a separate agreement for access to and use of Subscription Offerings.

**14.3. Governing Law and Venue.** Governing law and exclusive venue applicable to any lawsuit or other dispute arising in connection with the Agreement is determined by the location of Customer's principal place of business ("**Domicile**") as of the date this Agreement becomes effective, as follows:

<b>Domicile</b>	<b>Governing Law</b>	<b>Venue (courts with exclusive jurisdiction)</b>
Europe (including Switzerland, Türkiye, and United Kingdom)	England and Wales	London
Elsewhere (e.g., Americas)	California	San Francisco county (state and federal courts)

The parties hereby irrevocably consent to the personal jurisdiction and venue of the courts in the venues shown above. Unless prohibited by governing law or venue, each party irrevocably agrees to waive jury trial. In all cases, the application of law will



be without regard to, or application of, conflict of law rules or principles, and the United Nations Convention on Contracts for the International Sale of Goods will not apply.

**14.4. Notices.** Notices should be sent as described in the Agreement cover-page and will be deemed delivered upon: (a) personal delivery; (b) receipt by the addressee when sent by a recognized overnight courier with receipt request; (c) the third business day after mailing; or (d) the first business day after email transmission.

**14.5. No Waiver; Interpretation; Severability.** No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived. In this Agreement, headings are for convenience only, and *'including,' 'include,'* and similar terms are to be construed without limitation. If any provision of this Agreement is held invalid, illegal, or unenforceable, it will be reformed to the minimum extent necessary to make it enforceable, preserving the intention of the parties as much as possible, and the rest of this Agreement remains in effect.

**14.6. Force Majeure.** Neither party is liable for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) due to events beyond its reasonable control and occurring without that party's fault or negligence.

**14.7. Subcontractors and Affiliates.** Customer acknowledges and agrees that Apollo may use subcontractors or its Affiliates in the performance of its obligations under this Agreement.

**14.8. Independent Contractors; No Third-Party Beneficiaries.** Apollo and Customer are expressly independent contractors and not employer-employee, agent, joint venture, or partnership. Except as otherwise set forth herein, this Agreement benefits only the parties hereto and their successors and permitted assigns, conferring no legal or equitable rights, remedies, or benefits on any third parties.

**14.9. Anti-Bribery and Anti-Corruption.** Each party will comply with applicable anti-bribery and anti-corruption laws, including the U.S. Foreign Corrupt Practices Act of 1977 and the UK Bribery Act 2010. As of the Agreement's effective date and the date of each Order, each party represents that it has neither received nor been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any employee, agent, or representative of the other party or its Affiliates in connection with this Agreement. Each party agrees to promptly notify the other if it becomes aware of any violation of these representations. This representation does not include customary and reasonable gifts and entertainment provided in the ordinary course of business, provided such gifts and entertainment are permitted by Applicable Laws.

**14.10. Export Controls.** To the extent applicable, each party will comply with relevant U.S. export and import laws and regulations. Without limiting the foregoing, (a) each party represents and warrants to the other that it is not listed on any U.S. government list of prohibited or restricted parties or located in (or a national of) a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a "terrorist supporting" country, (b) Customer will not access or use any Products in violation of any U.S. export embargo, prohibition or restriction, and (c) Customer will not submit to Cloud Products any information or data that is controlled under the U.S. International Traffic in Arms Regulations.

**14.11. Federal Government End-Users.** If Products and Documentation are provided to the U.S. Government as end-users, they will be classified as *'commercial items,' 'commercial computer software,' 'commercial computer software documentation,'* and *'technical data,'* with the same rights and restrictions generally applicable to Products and Documentation. These terms are defined under the Federal Acquisition Regulation (FAR) and the Defense Federal Acquisition Regulation Supplement (DFARS). Notwithstanding anything herein to the contrary, Customer must notify Apollo within 30 days of using Products and Documentation on behalf of the U.S. Government. If these terms do not meet the U.S. Government's needs or are inconsistent with federal law, Customer and Apollo will promptly negotiate in good faith to amend the terms to comply with federal requirements. If a government agency requires rights not granted under these terms, it must notify Apollo to discuss and negotiate acceptable terms for granting those rights. Any agreed-upon additional terms will be documented in a mutually acceptable written addendum to the applicable agreement.

**14.12. No Contingencies.** Customer agrees that its purchases of subscriptions are not contingent on the delivery of any future functionality or features (including future availability of any Subscription Offerings or Beta Products beyond the current Subscription Term), or dependent on any oral or written public comments Apollo may make regarding future functionality or features.

**14.13. Entire Agreement.** This Agreement is the parties' entire agreement regarding this subject matter and supersedes any prior or contemporaneous agreements regarding its subject matter. Except as set forth in **Section 14.15 (Changes to Agreement)**, no supplement, modification, or amendment of this Agreement will be binding, unless executed in writing by a duly authorized representative of each party to this Agreement, except as expressly set forth herein. No terms or conditions stated in any Apollo document not referenced herein, or in any Customer purchase order, vendor onboarding process or web portal, questionnaire, or in any other Customer order documentation (excluding Orders) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void, notwithstanding any language to the contrary therein, whether signed before or after this Agreement.

**14.14. Changes to Agreement.** Apollo may modify this Agreement by posting revisions to the Site. Such revisions will take effect immediately for any new Orders. However, existing Orders initially remain subject to the then-current version of the Agreement when such existing Order became effective. Revisions will apply to such existing Orders upon renewal or amendment. If Customer objects to any revisions, Customer's sole and exclusive remedy is to choose not to renew or amend.



**14.15. Electronic Signatures; Counterparts.** Any Orders issued hereunder may be executed electronically and in counterparts, each of which will be deemed an original and all of which together will be considered one and the same agreement.

## **15. Definitions and Terms**

**"Affiliate(s)"** means an entity directly or indirectly owning, owned by, or under common ownership or control (>50% voting equity or equivalent) with a party. *'Control'* means power to direct management or affairs.

**"Ancillary Service(s)"** means advisory or professional services provided by Apollo or an Apollo-approved partner.

**"Ancillary Services Policy"** means documentation and policies related to the provision of Ancillary Services, or as indicated on an Order.

**"Apollo Material(s)"** means any software programs, tools, know-how, expertise, utilities, processes, inventions, devices, methodologies, specifications, documentation, techniques, training materials, and any other materials of any kind used, created, developed, or delivered by or on behalf of Apollo in connection with the provision of Subscription Offerings; provided however, that Apollo Materials expressly exclude Customer Data and Customer Materials.

**"Apollo Parties"** means Apollo, its Affiliates, and their respective officers, directors, and employees.

**"Apollo Technology"** means Apollo Materials, Beta Products, Documentation, OSS Offerings, Subscription Offerings, all related and underlying technology and documentation to the foregoing, and any derivative works of, or modifications to, improvements to any of the foregoing.

**"Applicable Law(s)"** means governmental laws, rules, directives, regulations, or orders applicable to a party's performance under this Agreement.

**"Beta Products"** means certain solutions, features, or services on a free, trial, beta, concept, or early access basis that Apollo may choose to make available for use or evaluation.

**"Business Contact Information"** means basic contact information, such as name, business email address, job title, and IP address related to Cloud Product Users or other Customer personnel authorized to contact Support or receive routine business communications from Apollo.

**"Cloud Product(s)"** means software-as-a-service or other Apollo-hosted products and solutions, including any underlying software used to provide such products and solutions.

**"Confidential Information"** means information disclosed by one party ("**Discloser**") to the other ("**Recipient**") under or in connection with this Agreement that is identified or marked as confidential or proprietary or should be reasonably known by Recipient to be confidential given the nature of the information or the circumstances surrounding the disclosure. Customer's Confidential Information includes Customer Data. Apollo's Confidential Information includes Product technical or performance information.

**"Customer Data"** means content, data, and information submitted by or on behalf of Customer to Subscription Offerings.

**"Customer Material(s)"** means content, data, and information that Customer provides to Apollo in connection with the provision of Ancillary Services or Support.

**"Customer Parties"** means Customer, its Affiliates, and their respective officers, directors, and employees.

**"Deliverable(s)"** means any work product, deliverables, reports, databases, analyses, recommendations, programs, applications, or other documentation or inventions provided, created, or developed by Apollo in the performance of Ancillary Services, and which may also include Apollo Materials. For clarity, no part of Products will be deemed to be incorporated into Deliverables.

**"Documentation"** means Apollo's technical documentation and guidelines for Products.

**"DPA"** means Apollo's data processing addendum.

**"Order"** means the order form, statement of work, or other ordering document referencing this Agreement and identifying Subscription Offerings.

**"OSS Offering(s)"** means, collectively, the certain Apollo open-source products including under the brand names *Apollo Client* and *Apollo Server*, made separately available under the MIT License [located here](#) ("**OSS Licenses**").

**"Product(s)"** means Cloud Products and Software.

**"Program Standards"** means, as applicable, Ancillary Services Policy, DPA, Security Measures, SLA, and Support Policy.

**"Security Measures"** means the administrative, physical, and technical safeguards implemented and maintained by Apollo to protect the security of Customer Data under Apollo's control, as described in Apollo's SOC 2 Type II report and NIST 800-171 report (and including any other security certifications obtained and maintained by Apollo).

**"Sensitive Personal Data"** means highly sensitive personally identifiable information, including any: (a) government-issued identification number of any kind, (b) health, genetic, biometric record or data, (c) personal financial or bank account number, credit or debit card number, with or without any required security code, access code or any personal identification number or password that would permit access to the individual's financial account, (d) employee or human resources records, or (e) any consumer or household data of any kind.

“**Service Level Agreement**” or “**SLA**” means Apollo’s standard Cloud Product uptime commitment.

“**Site**” means the primary Apollo website [located here](#), including all associated sub-domains, sub-pages, successor websites, mobile applications, web applications, and other digital platforms owned by or operated on behalf of Apollo, as well as any related, reference resources made available through the Site.

“**Software**” means Apollo software and API products and solutions, including GraphOS Router (as defined below).

“**Subscription Offering(s)**” means, as applicable, Products and related Ancillary Services, Deliverables, and Support.

“**Subscription Term**” means the set period of access and use of Subscription Offerings, as indicated on the Order.

“**Support**” means Apollo’s technical support services for Products.

“**Support Policy**” means documentation and policies related to the provision of Support, or as indicated on an Order.

“**Taxes**” means all taxes, levies, duties, or similar governmental assessments of any nature, including, for example, any sales, use, GST, value-added, withholding, or similar taxes, whether domestic or foreign, or assessed by any jurisdiction.

“**Third-Party Applications**” mean third-party applications or services that Customer may choose to use or interoperate with Products.

“**Updates**” means generally available Product updates for repairs, enhancements, or new features provided at no additional cost during a Subscription Term. Updates do not include additional new functionality or modules that: (a) Customer has not already subscribed to in an Order; or (b) Apollo requires a separate charge from its other customers generally for such new functionality or modules.

“**Use Limit(s)**” means entitlements or use limitations set forth in an Order, which may include: (a) units of measure relating to Product traffic or usage; (b) number licenses, copies, or instances; or (c) any restriction to entity, division, or business unit.

“**User(s)**” means an individual person or persons that Customer authorizes to access and use Cloud Products. For clarity, Users may be Customer’s or its Affiliates’ employees, consultants, contractors, or agents.