

APOLLO OPTICS EARLY ACCESS TERMS OF SERVICE

Last Updated: August 1, 2016

This Terms of Service Agreement (the "Agreement") is made by and between the customer identified in a Service Registration Form, Subscription Order, Online Order Form, or Statement of Work that references this Agreement ("Customer" or "You") and Meteor Development Group, Inc. (referred to herein as "Meteor" or "We"). This Agreement is effective as of the date Customer accepts the terms of this Agreement (the "Effective Date") or, if earlier, when you use any of the Meteor Services. You understand and agree that Meteor will treat your use of the Meteor Services as acceptance of the Terms from that point onwards. You may not access the Services if You are a direct competitor, except with Meteor's prior written consent. In addition, You may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes. Furthermore, you agree to the Meteor Terms of Service, Acceptable Use Policy, and Privacy Policy agreements located online at <https://www.meteor.com/policy>.

IN ORDER TO USE METEOR SERVICES, CUSTOMER AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT WHICH WILL GOVERN CUSTOMER'S PURCHASE AND USE OF METEOR SERVICES. IF YOU ARE ACTING ON BEHALF OF AN ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THAT ENTITY. IF CUSTOMER DOES NOT ACCEPT THE TERMS OF THIS AGREEMENT, THEN IT MUST NOT PURCHASE OR USE THE METEOR SERVICES. IF YOU REGISTER FOR A FREE VERSION OR TRIAL FOR OUR SERVICES, THIS AGREEMENT WILL ALSO GOVERN THAT FREE VERSION OR TRIAL.

1. **APOLLO OPTICS EARLY ACCESS SUBSCRIPTION.** Subject to the terms and conditions of this Agreement and any related Subscription Order, Meteor agrees to provide Apollo Optics Early Access Services to Customer starting on a mutually agreed date ("Service Provisioning Date") as outlined in Exhibit A ("Apollo Optics Early Access Subscription").
2. **PRICING & PAYMENT**
 - 2.1 **Pricing.**
 - (a) **Subscription Fee.** Customer shall make a payment due 14 days after the first Service Provisioning Date ("Billing Date") and thereafter every subsequent month after the first Billing Date based on an initial selection from a pricing schedule to be shared with Customer after the Apollo Optics online order form is completed.
 - (b) **Taxes.** All prices are exclusive of all sales, use, excise, value added, withholding and other taxes, and all customs duties and tariffs now or hereafter claimed or imposed by any governmental authority upon the sale of Support. Any such charges may be added to the price or subsequently invoiced to the Customer. In the event Meteor is required to pay any such tax, duty or charge, Customer will promptly reimburse Meteor.
 - 2.2 **Free Trial Period.** Customer shall receive free access to Apollo Optics Early Access services for 14 days ("Free Trial Period") from the Service Provisioning Date at Meteor's sole discretion. No payment is required during the Free Trial Period. After 14 days, Customer will receive an invoice for online credit card payment on the Billing Date based on the pricing schedule above, due immediately. In order for Apollo Optics Early Access services to continue beyond the 14-day period, payment must be received or based on mutual written agreement. If payment is not received, Meteor reserves the sole right to cancel and discontinue all access to Apollo Optics services and any Customer data from the Free Trial Period at any time.
 - 2.3 **Payment.** All payments shall be made as set forth herein, unless the parties mutually agree otherwise. Any amounts not paid when due will accrue interest at the rate of 1.5% per month, or the maximum amount allowed by law, if lower. In the event that any payment is late, Meteor shall have the right to suspend or cancel performance until all payments are made current. Customer shall pay for all costs (including reasonable attorneys' fees) incurred by Meteor in connection with the collection of late payments. Each accepted subscription order is a separate, independent transaction, and Customer has no right of set-off against other subscription orders or other transactions with Meteor.
 - 2.4 **Invoice Address.** Meteor will invoice Customer via a secure online credit card payment form.
3. **TERM OF SUBSCRIPTION ORDER; TERMINATION**
 - 3.1 **Term.** This Subscription shall last monthly from the Billing Date of this Subscription Order, after which the subscription shall renew for additional, successive, monthly terms, unless either party requests termination at least thirty (30) days prior to the end of the then current term, or until it is terminated under Section 4.2 of this Subscription Order.
 - 3.2 **Termination.** Each party will have the right to terminate this Subscription Order for cause upon written notice to the other party: (a) if the other party breaches any material term of this Subscription Order, and, if such breach is capable of cure, the breaching party fails to cure such breach within thirty (30) days of its receipt of notice of the breach from the non-breaching party, or (b) if (i) the other party becomes insolvent makes an assignment for the benefit of creditors, (ii) a trustee or receiver is appointed for such other party or for a substantial portion of its assets or (iii) bankruptcy, reorganization or insolvency proceedings are instituted by or against such other party.
 - 3.3 **Effects of Termination.** Upon any termination, (i) Meteor will be entitled to pro-rated payment for all Services and Support rendered, and expenses incurred (if any), through the effective date of termination, including for work in progress, and (ii) Meteor shall deliver to Customer any complete or incomplete physical or electronic materials related to such work in progress. Only Customers' payment obligations will survive any termination of this Subscription Order.
4. **MISCELLANEOUS.** No modification of this Subscription Order shall be binding on either party unless in writing and signed by an authorized representative of each party. By accepting this Subscription Order, you agree that you are an authorized representative of the Customer with the authority to bind the Customer to the terms hereof. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. The terms and conditions set forth in this Subscription Order together with the Agreement constitute the complete and exclusive agreement between Meteor and the Customer with respect to the Support and supersede any other written or oral agreement.

METEOR DEVELOPMENT GROUP, INC.
APOLLO OPTICS EARLY ACCESS TERMS OF SERVICE

EXHIBIT A

APOLLO OPTICS EARLY ACCESS SUBSCRIPTION

This Exhibit outlines specific terms related to the delivery of the Apollo Optics Early Access Subscription services as outlined as specified by the associated Customer Subscription Order.

1. **Apollo Optics Early Access Subscription.** Meteor shall provide Customer access to Apollo Optics Early Access services, which includes access to the functionality associated with Apollo Optics Early Access as of the Service Provisioning Date for the specified Customer application, subject to system and usage limits as described in the pricing schedule and Customer's selected tier of service. If Customer exceeds system or usage limits (e.g. query volume) for the selected tier as described in the pricing schedule, Meteor reserves the right at its sole discretion to limit or discontinue access to Apollo Optics Early Access services.
2. **Apollo Optics Early Access Support.** Meteor shall provide Customer with a designated contact point for technical support questions and notifications related to use of Apollo Optics Early Access services. Questions asked via the contact point will be answered by Apollo technical staff, including the core development team whenever required. Meteor proactively monitors Apollo Optics Early Access system availability. Meteor provides Apollo Optics Early Access support Monday-Friday 9am - 6pm Pacific Time, excluding U.S. Federal holidays. Meteor will provide an initial response to each question asked regarding Apollo Optics Early Access via the designated contact point within 1 business day.
3. **Support for Apollo open source projects.** Although Apollo Optics Early Access Support does not officially cover questions related to Apollo open source technologies (<https://github.com/apollostack>), a best effort will be made by Meteor to address Customer questions related to Apollo and GraphQL. A separate Apollo subscription may be required to access official developer support services related to Customer application development using Apollo open source or non-Apollo GraphQL technologies.
4. **Meteor Account Contact.** Meteor shall provide Customer with a designated account contact. The account contact is available to help with non-technical questions or concerns about the Subscription itself. Technical questions asked via the account contact or through any other unofficial channel do not have a guaranteed response time.