

**NEO4J, INC. EARLY ACCESS AGREEMENT FOR NEO4J VISUALIZATION LIBRARY™**

**IMPORTANT – CAREFULLY READ ALL THE TERMS AND CONDITIONS OF THIS NEO4J EARLY ACCESS AGREEMENT FOR NEO4J VISUALIZATION LIBRARY™ (THIS “AGREEMENT”). BY CLICKING “I ACCEPT,” “CREATE”, OR PROCEEDING WITH THE INSTALLATION OF THE NEO4J VISUALIZATION LIBRARY SOFTWARE (“SOFTWARE”), OR USING THE SOFTWARE YOU AS AN AUTHORIZED REPRESENTATIVE OF YOUR COMPANY ON WHOSE BEHALF YOU INSTALL AND/OR USE THE SOFTWARE (“LICENSEE” OR “YOU”) ARE INDICATING THAT YOU HAVE READ, UNDERSTAND AND ACCEPT THIS AGREEMENT WITH NEO4J, INC. (“NEO4J”), AND THAT YOU AGREE TO BE BOUND BY ITS TERMS. IF YOU DO NOT AGREE WITH ALL OF THE TERMS OF THIS AGREEMENT, DO NOT INSTALL, COPY OR OTHERWISE USE THE SOFTWARE. THE EFFECTIVE DATE OF THIS AGREEMENT SHALL BE THE DATE THAT LICENSEE ACCEPTS THIS AGREEMENT.**

**TO THE FULLEST EXTENT PERMITTED, USE OF THE SOFTWARE IS AT YOUR OWN RISK AND USERS ARE ADVISED TO MAINTAIN BACKUPS TO AVOID POTENTIAL DATA LOSS.**

**1. SOFTWARE EARLY ACCESS.**

**1.1. License Grant.** Subject to the terms and conditions of this Agreement, Neo4j hereby grants Licensee a limited, personal, revocable, non-transferable, non-sublicensable, non-exclusive, internal license to use the Software solely for (i) Licensee’s own internal, non-production use; and (ii) evaluation purposes, each as necessary to determine the feasibility of using the Software during a “Early Access Period” commencing on the Effective Date and extending until the date when the Software is first generally commercially available (“GA”), as determined by Neo4j. The Early Access Period may be extended by Neo4j in writing (an email from Neo4j management or sales representative will suffice). The Software will be made available to Licensee under this Agreement; no source code is provided to Licensee under this Agreement. Without limiting any restrictions on Licensee’s use of the Software as set forth in Section 1.3 (Restrictions) below and elsewhere in this Agreement, Licensee is expressly prohibited from distributing any copy of the Software, including, but not limited to any third party.

**1.2. Terms.** Notwithstanding the fact that Licensee may already have obtained a copy of the Software from Neo4j prior to the Effective Date for Licensee’s use under separate software license terms, to the extent Licensee uses the Software pursuant to the terms of this Agreement (as evidenced by Licensee entering into this Agreement), Licensee’s use of the Software is solely and exclusively governed by the terms of this Agreement.

**1.3. Restrictions.** Licensee may not, and will not permit or induce any third party to: (i) decompile, deobfuscate, reverse engineer, disassemble or otherwise attempt to reconstruct or discover the source code, underlying scripts, ideas or algorithms of any components of the Software; (ii) alter, modify, translate, adapt in any way, or prepare any derivative work based upon the Software; (iii) rent, lease, network, loan, pledge, encumber, sublicense, sell, distribute, disclose, assign or otherwise transfer the Software or any copy thereof; (iv) use the Software in commercial timesharing, rental or other sharing arrangements; or (v) remove any proprietary notices from the Software or any related documentation or other materials furnished or made

available hereunder. In addition, Licensee agrees to comply with all applicable local, state, national, and international laws, rules and regulations applicable to Licensee’s use of the Software. Licensee should use the Software solely in a non-production environment.

**1.4. Proprietary Rights.** Neo4j or its licensors retain all right, title and interest in and to the Software and related documentation and materials, including, without limitation, all patent, copyright, trademark, and trade secret rights, embodied in, or otherwise applicable to the Software, whether such rights are registered or unregistered, and wherever in the world those rights may exist. Licensee shall not commit any act or omission, or permit or induce any third party to commit any act or omission inconsistent with Neo4j’s or its licensors’ rights, title and interest in and to the Software and the intellectual property rights embodied therein or applicable thereto. All materials embodied in, or comprising the Software, including, but not limited to, graphics, user and visual interfaces, images, code, applications, and text, as well as the design, structure, selection, coordination, expression, “look and feel”, and arrangement of the Software and its content, and the trademarks, service marks, proprietary logos and other distinctive brand features found in the Software (“Neo4j Marks”), are all owned by Neo4j or its licensors; Licensee is expressly prohibited from using the Neo4j Marks. Title to the Software shall not pass from Neo4j to Licensee, and the Software and all copies thereof shall at all times remain the sole and exclusive property of Neo4j. There are no implied rights or licenses in this Agreement. All rights are expressly reserved by Neo4j.

**1.5. Third Party Software.** Neo4j may in its sole discretion, make available third party software (“Third Party Software”) embedded in, or otherwise provided with, the Software. Third Party Software is expressly excluded from the defined term “Software” as used throughout this Agreement. Licensee’s use of the Third Party Software is subject to the applicable third party license terms, and such Third Party Software is not licensed to Licensee under the terms of this Agreement. If Licensee does not agree to abide by the applicable license terms for the Third Party

Software, then Licensee may not access or use the Software or the Third Party Software.

## 2. TERM & TERMINATION

**2.1. Term.** Subject to termination as set forth in this Section, the term of this Agreement will commence on the Effective Date and will continue until the end of the Early Access Period, unless extended in writing by an authorized Neo4j representative (e-mail will suffice for such extension), or terminated as otherwise specified in this Agreement.

**2.2. Termination.** Neo4j may terminate this Agreement at any time, immediately with or without notice.

**2.3. Effects of Termination.** Upon the termination of this Agreement for any reason, the licenses granted under this Agreement shall immediately terminate and unless Licensee and Neo4j have entered into a subsequent commercial written license agreement governing the Software, Licensee shall uninstall the Software within ten (10) calendar days of such termination. Notwithstanding the foregoing, the following terms shall survive the termination of this Agreement, together with any other terms which by their nature are intended to survive such termination: Section 1.3 (Restrictions), 1.4 (Proprietary Rights), 1.5 (Third Party Software), 2.3 (Effects of Termination), 3.1 ("Confidentiality"), 3.2 (Feedback), 4 (Disclaimer of Warranties), 5 (Indemnification), 6 (Limitation of Liability) and 9 (General).

## 3. CONFIDENTIALITY & FEEDBACK

**3.1. Confidentiality.** "Confidential Information" means any proprietary information received by the other party during, or prior to entering into, this Agreement that a party should know is confidential or proprietary based on the circumstances surrounding the disclosure including, without limitation, the Software and any non-public technical and business information. Confidential Information does not include information that (a) is or becomes generally known to the public through no fault of or breach of this Agreement by the receiving party; (b) is rightfully known by the receiving party at the time of disclosure without an obligation of confidentiality; (c) is independently developed by the receiving party without use of the disclosing party's Confidential Information; or (d) the receiving party rightfully obtains from a third party without restriction on use or disclosure. Licensee and Neo4j will maintain the confidentiality of Confidential Information. The receiving party of any Confidential Information of the other party agrees not to use such Confidential Information for any purpose except as necessary to fulfill its obligations and exercise its rights under this Agreement. The receiving party shall protect the secrecy of and prevent disclosure and unauthorized use of the disclosing party's Confidential Information using the same degree of care that it takes to protect its own confidential information and in no event shall use less than reasonable care. The receiving party may

disclose the Confidential Information of the disclosing party if required by judicial or administrative process, provided that the receiving party first provides to the disclosing party prompt notice of such required disclosure to enable the disclosing party to seek a protective order. Upon termination or expiration of this Agreement, the receiving party will, at the disclosing party's option, promptly return or destroy (and provide written certification of such destruction) the disclosing party's Confidential Information.

**3.2. Feedback** To the extent Licensee sends or transmits any communications, comments, questions, suggestions, or related materials to Neo4j, whether by letter, e-mail, telephone, or otherwise ("Feedback") suggesting or recommending changes to the Software, including, without limitation, new features or functionality relating thereto, Licensee hereby grants Neo4j a perpetual, irrevocable, non-exclusive, royalty-free, fully-paid-up, fully-transferable, worldwide license (with rights to sublicense through multiple tiers of sublicensees) under Licensee's and its licensors' intellectual property rights to reproduce, prepare derivative works of, distribute, perform, display, and otherwise fully use, practice and exploit such Feedback for any purpose whatsoever, including but not limited to, developing, manufacturing, having manufactured, licensing, marketing, and selling, directly or indirectly, products and services using such Feedback. Licensee agrees and understands that Neo4j is not obligated to use, display, reproduce, or distribute any such ideas, know-how, concepts, or techniques contained in the Feedback, and Licensee has no right to compel such use, display, reproduction, or distribution.

**3.3.** Neo4j collects metadata on use of the Software by all customers and uses de-identified data about such use, in aggregated and anonymous form, to compile and analyze statistical and performance information about the Software and general usage patterns. Neo4j may publish such aggregated and anonymous information so long as it does not contain any customer data or identify any individual.

**4. NO SUPPORT AND DISCLAIMER OF WARRANTIES.** Neo4j may, but is not obligated to, provide You with any support on the use of the Software. This is pre-release, time limited Software. The Software is meant for evaluation purposes only. The Software should not be used in a production or commercial operating environment or with critical or important data. Before using the Software Licensee should back up all of Licensee's data and regularly back up data while using the Software. I) THE SOFTWARE IS PROVIDED TO LICENSEE ON AN "AS IS" BASIS, WITH ANY AND ALL FAULTS, AND WITHOUT ANY WARRANTY OF ANY KIND; AND (II) NEO4J EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, AND NON-INFRINGEMENT OF THIRD



PARTY RIGHTS. NEO4J DOES NOT WARRANT THAT THE SOFTWARE WILL MEET LICENSEE'S REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED. LICENSEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE USE OF THE SOFTWARE AND ALL RESULTS OF SUCH USE IS SOLELY AT LICENSEE'S OWN RISK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY NEO4J OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION AND/OR LIMITATION OF IMPLIED WARRANTIES OR CONDITIONS, OR ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO LICENSEE. IN SUCH EVENT, NEO4J'S WARRANTIES AND CONDITIONS WITH RESPECT TO THE SOFTWARE AND SERVICES WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW IN SUCH JURISDICTION.

## 5. INDEMNIFICATION

**5.1. Indemnification.** Licensee hereby agrees to indemnify, defend and hold harmless Neo4j and its parents, affiliates, subsidiaries, licensors, and third party service providers, and its and their respective officers, directors, employees, agents, representatives, and contractors (each, a "Neo4j Party"), from and against any and all liability and costs (including, without limitation, attorneys' fees and costs) incurred by any Neo4j Party in connection with any actual or alleged claim arising out of, or relating to: (i) Licensee's breach of this Agreement, any license applicable to the Third Party Software, or any applicable law, rule or regulation and (ii) Licensee's gross negligence, fraudulent misrepresentation or willful misconduct.

**5.2. Procedure.** Counsel Licensee selects for the defense or settlement of a claim must be consented to by Neo4j prior to counsel being engaged to represent any Neo4j Party. Licensee and Licensee's counsel will cooperate as fully as reasonably required, and provide such information as reasonably requested, by Neo4j in the defense or settlement of any claim. Neo4j reserves the right, at its own expense, to assume the exclusive defense or settlement, and control of any matter otherwise subject to indemnification by Licensee. Licensee shall not in any event, consent to any judgment, settlement, attachment, or lien, or any other act adverse to the interests of any Neo4j Party without the prior written consent of each relevant Neo4j Party.

## 6. LIMITATION OF LIABILITY.

**6.1. Consequential Damages Waiver.** UNDER NO CIRCUMSTANCES, SHALL ANY NEO4J PARTY BE LIABLE TO LICENSEE 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, LOSS OF

BUSINESS INFORMATION AND THE LIKE) ARISING OUT OF OR RELATING TO THE USE AND/OR INABILITY TO USE THE SOFTWARE, REGARDLESS OF THE LEGAL THEORY UPON WHICH ANY CLAIM FOR SUCH DAMAGES IS BASED AND EVEN IF A NEO4J PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**6.2 Limitation of Damages.** WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL THE NEO4J PARTIES' TOTAL CUMULATIVE LIABILITY TO LICENSEE OR ANY THIRD PARTY FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, OR OTHERWISE) EXCEED THE AMOUNT OF TWO HUNDRED AND FIFTY DOLLARS (\$250.00).

**6.3. Liability for Third Party Software.** IF ANY LIABILITY ATTACHES TO ANY NEO4J PARTY IN RESPECT OF THIRD PARTY SOFTWARE, SUCH LIABILITY WILL BE LIMITED BY THIS SECTION 6 AND THE DISCLAIMER OF WARRANTIES SET FORTH IN SECTION 4 (NO SUPPORT AND DISCLAIMER OF WARRANTIES) ABOVE.

**6.4 Failure of Essential Purpose.** THE PARTIES AGREE THAT THESE LIMITATIONS SHALL APPLY EVEN IF THIS AGREEMENT OR ANY LIMITED REMEDY SPECIFIED HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR OTHER DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO LICENSEE. IN SUCH EVENT, THE LIABILITY OF THE NEO4J PARTIES FOR SUCH DAMAGES WITH RESPECT TO THE SOFTWARE AND CONSULTING SERVICES WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW IN SUCH JURISDICTION. The sections of this Agreement that address indemnification, limitation of liability and the disclaimer of warranties allocate the risk between the parties. This allocation of risk is an essential element of the basis of the bargain between the parties.

**7. GOVERNMENT RIGHTS.** The Software licensed to Licensee under this Agreement is "commercial computer software" as that term is described in DFAR 252.227-7014(a)(1). If acquired by or on behalf of a civilian agency, the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms of this Agreement as specified in 48 C.F.R. 12.212 (Computer Software) and 12.11 (Technical Data) of the Federal Acquisition Regulations ("FAR") and its successors. If acquired by or on behalf of any agency within the Department of Defense ("DOD"), the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms of this Agreement as specified in 48 C.F.R. 227.7202 of the DOD FAR Supplement and its successors.

**8. EXPORT.** Licensee acknowledges that the laws and regulations of the United States of America and foreign jurisdictions may restrict the export and re-export of certain



commodities and technical data of United States of America origin, including the Software. Licensee agrees that it will comply with all export control laws and regulations.

**9. GENERAL.** This Agreement will be construed and enforced in all respects in accordance with the laws of the state of California, without reference to its choice of law rules. Except as set forth below in this Section, the federal and state courts seated in San Francisco, San Mateo and Santa Clara Counties, California, will have sole and exclusive jurisdiction for all purposes in connection with any action or proceeding that arises from, or relates to, this Agreement, and each party hereby irrevocably waives any objection to such exclusive jurisdiction. Notwithstanding anything in this Agreement to the contrary, Neo4j may seek injunctive or other equitable relief in any court of competent jurisdiction to protect any actual or threatened misappropriation or infringement of its intellectual property rights or those of its licensors, and Licensee hereby submits to the exclusive jurisdiction of such courts and waives any objection thereto on the basis of improper venue, inconvenience of the forum or any other grounds. Licensee agrees that any breach of the license restrictions or other infringement or misappropriation of the intellectual property rights of Neo4j or its licensors will result in immediate and irreparable damage to Neo4j for which there is no adequate remedy at law. The United Nations Convention on Contracts for the International Sale of Goods in its entirety is expressly excluded from this Agreement, including, without limitation, application to the Software provided hereunder. Furthermore, this Agreement (including without limitation, the Software provided hereunder) will not be governed or interpreted in any way by referring to any law based on the Uniform Computer Information Transactions Act (UCITA) or any other act derived from or related to UCITA. Licensee consents to receive communications from Neo4j electronically, including by e-mail. Licensee agrees that all agreements, notices,

disclosures, and other communications that Neo4j provides to Licensee electronically satisfy any legal requirement that such communications be in writing, to the extent permitted by applicable law. Licensee shall not assign this Agreement or transfer any of its rights hereunder, or delegate the performance of any of its duties or obligations arising under this Agreement, whether by merger, acquisition, sale of assets, operation of law, or otherwise, without the prior written consent of Neo4j. Any purported assignment in violation of the preceding sentence is null and void. Subject to the foregoing, this Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the parties thereto. 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. 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. If any term of this Agreement is found invalid or unenforceable that term will be enforced to the maximum extent permitted by law and the remainder of this Agreement will remain in full force. The parties are independent contractors and nothing contained herein shall be construed as creating an agency, partnership, or other form of joint enterprise between the parties. This Agreement represents the entire agreement between the parties relating to its subject matter and supersedes all prior and/or contemporaneous representations, discussions, negotiations and agreements, whether written or oral, except to the extent Neo4j makes any software or other products and services available to Licensee under separate written terms. This Agreement shall not be interpreted or construed to confer any rights or remedies on any third parties, except that each Neo4j Party shall be a third party beneficiary hereunder and accordingly, shall be entitled to directly enforce and rely upon any provision of this Agreement that confers a right or remedy in favor of it.