

Apollo GraphQL Enterprise Master Services Agreement

Date Last Updated: July 12, 2022

BY INDICATING ACCEPTANCE OF THE AGREEMENT BY SIGNING AN ORDER REFERENCING THIS MSA OR USING THE APOLLO SERVICE, CUSTOMER ACCEPTS ALL OF THE FOLLOWING TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO SUCH TERMS AND CONDITIONS, YOU MAY NOT USE THE APOLLO SERVICE.

This Enterprise Master Services Agreement (“**MSA**”) is made by and between Apollo Graph, Inc. dba Apollo GraphQL (“**Apollo**”) and the Customer listed in the Order (as defined below) referencing this MSA. The terms and conditions of this MSA will govern the use and provision of any Service (as defined below) purchased by Customer as described in any Order. Any terms not defined herein have the meaning given to them in the applicable Order. Apollo and Customer may each be referred to herein as a “Party” and collectively as the “**Parties**.” The Parties enter into this MSA as of the effective date set forth in the Order (the “**Effective Date**”).

From time to time, Apollo may modify this MSA. Unless otherwise specified by Apollo, changes become effective upon renewal of the then-current Subscription Term or upon the effective date of a new Order after the updated version of this MSA goes into effect. Apollo will use reasonable efforts to notify Customer of the changes via email or otherwise through the Customer’s account. Customer may be required to click to accept or otherwise agree to the modified MSA, but in any event continued use of any Apollo Service after the updated version of this Agreement goes into effect will constitute Customer’s acceptance of such updated version.

1. DEFINITIONS

“**Affiliate**” means an entity that controls, is controlled by, or is under common control with a Party. For purposes of this MSA, “control” means owning or otherwise controlling more than 50% of the voting interests of an entity.

“**Agreement**” means this MSA, together with all Orders or SOWs issued hereunder.

“**Ancillary Services**” means any professional or technical services provided by or on behalf of Apollo to Customer as described in an Order or SOW, including mutually agreed-to implementation, training, or consulting services.

“**Apollo Platform**” means Apollo’s software-as-a-service offering(s) identified in the applicable Order.

“**Apollo Technology**” means the Service, Documentation, Service Data, Apollo’s Business Contact Information, Deliverables (excluding Customer Data or any Confidential Information therein or any Customer materials provided to Apollo to perform the Ancillary Services), and any and all related and underlying technology and documentation; and any derivative works, modifications, or improvements of any of the foregoing, including any Feedback that may be incorporated.

“**Barred Data**” means personally-identifiable information (other than Business Contact Information) that consists of: (i) government-issued identification number of any kind; (ii) health, genetic, biometric record or data of any kind; (iii) 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; (iv) any employee or human resources records; and/or (v) any consumer or household data of any kind.

“**Business Contact Information**” means the business contact information of employee or contractor of Apollo or Customer or their respective Affiliates, provided by a Party to the other Party, which may include, in the providing Party’s sole discretion, name, business title, business phone number, business email address, and business office address.

“**Confidential Information**” means all non-public information disclosed by a Party (“**Discloser**”) to the other Party (“**Recipient**”), whether disclosed orally or in writing, that is designated confidential or should be reasonably known by the Recipient to be confidential given the nature of the information or the circumstances of the disclosure. Customer’s Confidential Information shall include all Customer Data and Business Contact Information provided by Customer to Apollo. Apollo’s Confidential Information shall include all Apollo Technology. Confidential Information does not include any information that: (i) was rightfully known to Recipient prior to disclosure by Discloser without breach of any obligation owed to Discloser; (ii) is or becomes public knowledge without breach of any obligation owed to Discloser; (iii) is lawfully received from a third-

party without breach of any obligation owed to Discloser; or (iv) is independently developed by the Recipient without use of or reference to the Discloser’s Confidential Information.

“**Customer Data**” means all data and information submitted by or on behalf of Customer into the Services, and any modifications made thereto in the course of the operation of the Services as provided to Apollo. Customer Data may not include any Barred Data.

“**Deliverables**” means any work product(s) created by or on behalf of Apollo in connection with the provision of the Ancillary Services.

“**Documentation**” means Apollo’s then-current technical documentation, specifications, and user manuals for the Services, as made available by Apollo.

“**Fees**” means the fees payable by Customer for the Service or Ancillary Services, as set forth in an Order.

“**Order**” means the Apollo ordering document executed by both Parties which references this MSA and specifies the Services to be made available and the Fees to be paid.

“**Security Policy**” means Apollo’s technical, administrative, and physical safeguards for the Service that Apollo and its hosting providers implement, consistent with at least SSAE 16 SOC 2 Type I standards.

“**Service**” means the Apollo Platform, Ancillary Services, Apollo Source Available Software (as defined below), and any other services and activities related to providing the foregoing.

“**Service Data**” means any data or logs relating to the operation, performance, environment, vulnerabilities, integrity, security, support and/or usage of the Service. For clarity, Service Data does not include any Customer Data.

“**SOW**” means a statement of work or other Apollo ordering document executed by both Parties which references this MSA and specifies the Ancillary Services ordered pursuant to Section 10 (Ancillary Services) and the Fees to be paid.

“**Subscription Term**” means the set term of access and use of the Apollo Platform specified on an Order.

“**Third-Party Applications**” means any applications, products, services, or content that interoperate with the Service or can be used in connection with the Service and that are provided by Customer or a third-party.

“**Use Limits**” means any numerical limits on units of measure referenced in the Order, including but not limited to the number of authorized Users or certain traffic (operations) processed by the Service or any other Apollo Technology in use by Customer (whether procured hereunder or any other agreement with Apollo or as an open-source component).

“**User**” means any Customer employee or contractor or authorized agent designated and granted access to the Service by Customer.

2. USE OF SERVICE

2.1. Provision and Access. Subject to the terms and conditions of this Agreement and during the Subscription Term, Apollo grants Customer a non-exclusive, non-transferrable, and non-sublicensable right for Users to access and use the Apollo Platform solely for Customer's internal business operations in accordance with the Documentation and any restrictions set forth on the Order (including any restrictions on number of Users or Use Limits). Customer shall be fully responsible for each User's compliance with this Agreement. Customer acknowledges that the Apollo Platform is offered as an online, hosted solution, and that Customer has no right to obtain a copy of the underlying software code.

2.2. Affiliates. Customer's Affiliates may enter into Orders directly with Apollo referencing the MSA. By such Affiliate entering into an Order, the Affiliate agrees to be bound by the terms of the MSA as if it were an original party hereto, and, for purposes of such Order, shall be deemed "Customer" hereunder.

2.3. Third-Party Applications. The Service is designed to collect and analyze Customer Data that resides in Third-Party Applications. Customer is solely responsible for obtaining and maintaining access to such Third-Party Applications from the applicable providers. Apollo is not liable to Customer and shall not provide Customer with any refund, credit, or other compensation for any errors, delays, downtime, or nonperformance of the Service caused by the unavailability of the Third-Party Application, or if Customer terminates its subscription or license to the Third-Party Application. If Customer establishes an integration between any Third-Party Application and the Service, Customer hereby authorizes Apollo to access and transmit Customer Data to and/or from the Third-Party Application during the Subscription Term as part of the provision of the Service, subject to Apollo's other obligations under this Agreement incident to such transfer. Customer acknowledges that Third-Party Application providers may have access to Customer Data in connection with the interoperation and further acknowledges that Apollo is not liable or responsible for any use, disclosure, modification, or deletion of such Customer Data.

2.4. General Restrictions. Customer will not: (a) sell, rent, lease, license, distribute, provide direct access to, sublicense, or otherwise make available the Service (or any Deliverables, if applicable) to a third-party (except as set forth in the Documentation for Service features expressly intended to enable Customer to provide third-parties with access to Customer Data, or as set forth in an SOW, as applicable), or in a service bureau or outsourcing offering; (b) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code or non-public APIs to the Service (except to the extent that applicable law prohibits or limits reverse engineering restrictions, in which case Customer must first notify Apollo); (c) remove or obscure any proprietary or other notices contained in the Service; (d) copy, reproduce, or modify the Service; (e) breach, circumvent, disable or tamper with the security of the Service or any API or SDK made available by Apollo to facilitate interoperability with a Third-Party Application; (f) access the Service via any automated system, web crawler or non-human user other than through the API or SDK made available by Apollo to facilitate interoperability with a Third-Party Application; (g) introduce into the Service any software, virus, worm, "back door," Trojan Horse, or similar harmful code; (h) access or use the Service to monitor the availability, performance or functionality of the Service for any competitive purposes or for the purpose of building a competitive product or service; or (j) use the Service to process Barred Data, or to send spam or engage in other unlawful communications, or to process infringing or otherwise unlawful or unauthorized Customer Data. Customer agrees to use the Service in accordance with laws, rules and regulations directly applicable to Customer and the Customer Data. All rights in the Service not expressly granted herein are reserved.

2.5. Source Available Software. Customer acknowledges that Apollo makes available certain software packages under the brand names "Apollo Federation" and "Apollo _____" (as hereafter rebranded by Apollo in its sole discretion) ("**Apollo Source Available Software**") under the source-available license located at <https://www.elastic.co/licensing/elastic-license> ("**Elastic License**"). To the extent that Customer elects to use the Apollo Source Available Software separately from this Agreement, such Source Available Software is and will remain subject solely to the Elastic License and not this Agreement, and nothing in this Agreement is intended to vitiate any rights the Customer may have, independent of this Agreement, under such Elastic license. However, to the extent that Apollo uses and delivers the Source Available Software as part of the Apollo Platform or otherwise in connection with the Service, such Source Available Software will be subject to the terms of this Agreement and not the Elastic License. The foregoing notwithstanding, Customer acknowledges that any violation of the conditions of the Elastic License for Apollo Source Available Software will be considered a material breach of this Agreement.

3. DATA

3.1. Rights in Customer Data. As between the Parties, Customer and its licensors retain all right, title and interest (including any and all intellectual property rights) in and to the Customer Data. Subject to the terms of this Agreement, Customer hereby grants to Apollo and its Affiliates a non-exclusive, worldwide, royalty-free right to access, use, copy, distribute, perform, and display Customer Data, and provide necessary access to third-party service providers acting on Apollo's behalf (such as Apollo's hosting services provider), solely to the extent necessary to: (a) provide, maintain, and update the Service for Customer and Users; (b) address technical issues or in connection with support matters; (c) perform Ancillary Services ordered by Customer; (d) comply with applicable law; or (e) as expressly permitted in writing by Customer.

3.2. Uploads of Customer Data. Customer will be responsible for uploading all Customer Data to the Service and will provide such Customer Data in a format consistent with the requirements set forth in the Documentation. Errors in loading Customer Data into the applicable Service due to defective media, erroneous data, erroneous configurations, or failure to meet such requirements may cause Customer Data to be rejected by the Service.

3.3. Customer Obligations. Customer will ensure that its use of the Service and all Customer Data is at all times compliant with this Agreement, Customer's privacy policies, and all applicable local, state, federal and international laws, regulations and conventions, including, without limitation, those related to data privacy and data transfer, international communications, and the exportation of data. Customer is solely responsible for the accuracy, content, and legality of all Customer Data. Customer will require its Users to keep user ID and password information strictly confidential and not share such information with any unauthorized person. Apollo will have no liability for actions taken using Customer's user IDs and passwords, including any unauthorized use or access caused by breach of the foregoing obligation leading to misuse or misappropriation of such user IDs and passwords. Customer will be responsible for restricting access by any of its Users who are no longer authorized to access the Service.

3.4. Business Contact Information. To the extent that the Parties share Business Contact Information under this Agreement, such Business Contact Information shall be considered the Discloser's Confidential Information and used solely in connection with the business relationship established by this Agreement, and as necessary to comply with applicable law. The Parties hereby acknowledge and agree that the processing of Business Contact Information by the Recipient is incidental. The Parties agree to maintain updated Business Contact Information that is necessary for the continuation of the business relationship (for example, the individual email address to whom invoices are sent).

4. SECURITY. Customer acknowledges and agrees that the Service is not designed to process Barred Data, including but not limited to, any 'personal data' as defined by applicable privacy laws or regulations (other than Business Contact Information used for User logins consisting of a User's business email, which is subject to Section 3.4 above). Apollo assumes no duty or liability under this Agreement with respect to any laws or regulations governing the processing of Barred Data. With respect to Customer Data properly submitted to the Service for processing, Apollo will maintain commercially reasonable administrative, physical, and technical safeguards designed to prevent unauthorized access to or use of Customer Data, in accordance with the Security Policy attached hereto as Schedule 1.

5. INTELLECTUAL PROPERTY

5.1. Apollo Technology. Customer agrees that Apollo and its suppliers retain all right, title and interest (including all patent, copyright, trademark, trade secret and other intellectual property rights) in and to the Apollo Technology. Except for the express limited rights set forth in this Agreement, no right, title or interest in any Apollo Technology is granted to Customer. Notwithstanding anything to the contrary herein, Apollo may freely use and incorporate into Apollo's products and services any suggestions or other feedback provided by Customer or Users relating to the features and functions of the Service ("**Feedback**"). Feedback as used by Apollo shall never: (a) identify Customer or its Users or be used in any way that permits such identification, or (b) incorporate or use any Customer Data or Business Contact Information. Feedback is provided at Customer's sole option on an "AS IS" basis without warranty, indemnity, or liability of any kind.

5.2. Service Data. Notwithstanding anything to the contrary in this Agreement, Apollo has the right to collect and use Service Data to develop, improve, support, and operate its products and services during and after the Term. This Section does not give Apollo the right to identify Customer as the source of any Service Data without written permission from Customer. Service Data will never incorporate or use any Customer Data or Business Contact Information.

6. CONFIDENTIALITY.

6.1. Confidentiality. The Recipient will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to: (a) not use any of the Discloser's Confidential Information of the Discloser for any purpose outside the scope of this Agreement, and (b) except as otherwise authorized by the Discloser in writing, limit access to Confidential Information of the Discloser to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who are bound by confidentiality obligations to the Recipient containing protections not materially less protective of the Confidential Information than those herein. If Recipient is required by law or court order to disclose Confidential Information, then Recipient shall, to the extent legally permitted, provide Discloser with advance written notification and cooperate in any effort to obtain confidential treatment of the Confidential Information. The provisions of this Section 6 will supersede any non-disclosure agreement by and between the Parties and/or their Affiliates (whether entered into before, on or after the Effective Date) that would purport to address the subject matter of this Agreement.

6.2. Equitable Relief. The Recipient acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Recipient, the Discloser will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.

7. FEES AND PAYMENT; TAXES; PAYMENT DISPUTES

7.1. Fees and Payment. Fees and payment terms will be specified in the applicable Order. If no payment terms are noted on the Order, payment of undisputed Fees shall be made within thirty (30) days following receipt of Apollo's invoice. Except as expressly

stated in this Agreement, all payment obligations are non-cancelable, and Fees are non-refundable and payable in United States dollars.

7.2. Taxes. Fees do not include Taxes. For purposes of this Agreement, "Taxes" means 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. Customer is responsible for paying all Taxes associated with its purchases hereunder other than taxes based on income, property, or employees of Apollo. If Apollo has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section, Apollo will invoice Customer and Customer will pay that amount unless Customer provides Apollo with a valid tax exemption certificate authorized by the appropriate taxing authority.

7.3. Payment Disputes. Apollo will not exercise its rights under Section 8.2 (Termination for Cause) or Section 8.5(a) (Suspension of Service) with respect to non-payment by Customer if Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute. If the Parties are unable to resolve such a dispute within thirty (30) days, Apollo may proceed with a suspension under Section 8.5 (a), and each Party shall have the right to exercise termination or any other remedies it may have under this Agreement, at law or in equity. For clarity, any undisputed amounts must be paid in full.

8. TERM AND TERMINATION

8.1. Term of MSA. This MSA will commence on the Effective Date and will remain in effect until terminated in accordance with this Section 8. If no Order, SOW, or Retrieval Right is currently in effect, either Party may terminate this MSA upon written notice to the other Party.

8.2. Order Subscription Terms. The Subscription Term of an Order will be as specified in the Order.

8.3. Termination for Cause. Either Party may terminate this Agreement (including all related Orders or SOWs) for cause upon thirty (30) days' written notice if the other Party materially breaches this Agreement and fails to correct the breach within 30 days from the date such written notice is deemed given (as set forth in Section 14.5). Additionally, either Party will be entitled to terminate this Agreement (including all related Orders or SOWs) immediately upon written notice if the other Party becomes (or is reasonably likely to become) bankrupt, or files a petition in bankruptcy or insolvency or for reorganization or for an arrangement or for the appointment of a receiver or trustee of its assets, or if an involuntary petition for any of the foregoing is filed with respect to the other Party and not dismissed within sixty (60) days, or if the business of the other Party shall be placed in the hands of a receiver, assignee or trustee for the benefit of creditors, whether by the voluntary act of the other Party or otherwise. For any termination of this Agreement by Customer for cause in accordance with this Section 8.3, Customer shall be entitled to a pro-rata refund of any unused Fees that Customer has pre-paid for the Service.

8.4. Effect of Termination; Customer Data Retrieval. Upon the expiration or termination of this Agreement (including any related Order or SOW) for any reason: (a) any amounts owed to Apollo prior to such termination, and all completed but unpaid Ancillary Services fees will be immediately due and payable; (b) except for any applicable Retrieval Right (defined below), all rights granted to access and use the Service will immediately cease to exist; and (c) except for any applicable Retrieval Right, Customer will immediately discontinue all use of the Service. Upon written notice to Apollo and subject to Customer's compliance with its obligations hereunder, Customer will have up to thirty (30) calendar days from termination or expiration of this Agreement (including any applicable Order or SOW) to access the Service solely to the extent necessary to retrieve Customer Data ("**Retrieval Right**"). If Customer exercises its Retrieval Right, the terms of this Agreement shall continue to be in effect for the duration of the Retrieval Right. After the Retrieval Right, Apollo shall have no further obligation to

make Customer Data available to Customer (and will promptly delete the Customer Data), and Customer will have no further access to Customer Data or the Service. Upon termination or expiration of this Agreement, each Party as a Recipient will promptly return or destroy any of the Discloser's Confidential Information in Recipient's possession or under its control; provided however, that Recipient may retain copies of the Confidential Information as necessary to comply with an accounting, legal, security, fiscal, privacy or other regulatory or auditing standard or requirement, in which case the confidentiality terms of this Agreement shall continue to apply for the period of retained possession of the relevant item of Confidential Information.

8.5. Survival. The following Sections will survive any expiration or termination of this Agreement: 2.4 (General Restrictions), 5 (Intellectual Property), 6 (Confidentiality), 7.1 (Fees and Payment), 7.2 (Taxes), 8 (Term and Termination), 9.2 (Warranty Disclaimer), 12 (Indemnification), 13 (Limitation of Remedies and Damages), and 14 (General Terms).

8.6. Suspension of Service. In addition to any of its other rights or remedies (including, without limitation, any termination rights) set forth in this Agreement, Apollo reserves the right to suspend Customer's or any or all of Users' access to the Service, in whole or in part, if: (a) Customer is thirty (30) days or more overdue on a payment (excluding amounts disputed in reasonable and good faith), provided Apollo has given Customer 10 or more days' prior notice; (b) Apollo, acting reasonably and in good faith, deems such suspension necessary as a result of Customer's breach of Section 2.4 (General Restrictions), 2.5 (Source Available Software), or Section 3.3 (Customer Obligations); (c) Apollo, acting reasonably and in good faith, deems such suspension necessary as a result of Customer substantially exceeding any Use Limits or continuing to exceed Use Limits after Apollo has given Customer prior notice of such Use Limits being exceeded; (d) Apollo reasonably determines suspension is necessary to avoid material harm to Apollo or its other customers, including if the Service is experiencing denial of service attacks, viruses, security issues, mail flooding, or other attacks or disruptions outside of Apollo's control; or (e) as required by law or at the request of governmental entities. To the extent reasonably feasible given the nature of the issue giving rise to the suspension Apollo will (i) notify Customer in advance of a suspension, (ii) attempt to limit the suspension to the affected Users or functionality, and (iii) immediately restore access to the Service as soon as the issue giving rise to the suspension has been resolved. Without limiting the generality of this Section, Apollo shall have no liability for any damages, liabilities or losses as a result of any suspension, limitation or termination of Customer's right to use the Service pursuant to this Section 8.6.

9. WARRANTY

9.1. Service Warranty. Apollo warrants that (a) the Service will operate in substantial conformity with the applicable Documentation during the Subscription Term, and (b) all Ancillary Services will be performed in a professional and workmanlike manner in accordance with industry standards and the agreed-to specifications in the Order or SOW. In the event of a breach of this warranty, Apollo will use commercially reasonable efforts to correct the reported non-conformity, at no charge to Customer, or if Apollo is unable to do so within a reasonable period not to exceed thirty (30) days, either Party may terminate the applicable Order or SOW, and Customer will receive a pro-rata refund of any unused Fees that Customer has pre-paid for the Service or Ancillary Services. The foregoing shall be Customer's sole and exclusive remedy for any breach of the warranty set forth in this Section. This warranty will not apply: (i) unless Customer makes a claim in writing within thirty (30) days of the date on which Customer first notices the non-conformity, or (ii) if the error was caused by misuse, Barred Data, unauthorized modifications, or Third-Party Applications.

9.2. Warranty Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICE, SUPPORT, AND ALL ANCILLARY SERVICES ARE PROVIDED "AS IS" AND

APOLLO MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. APOLLO DOES NOT WARRANT THAT THE USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, NOR DOES APOLLO WARRANT THAT IT WILL REVIEW THE CUSTOMER DATA FOR ACCURACY OR THAT IT WILL PRESERVE OR MAINTAIN THE CUSTOMER DATA WITHOUT LOSS. APOLLO SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR FOR ISSUES RELATED TO THIRD-PARTY PROVIDERS WITH WHOM CUSTOMER SEPARATELY CONTRACTS. APOLLO DOES NOT MAKE ANY WARRANTIES AND SHALL HAVE NO OBLIGATIONS WITH RESPECT TO THIRD-PARTY APPLICATIONS. CUSTOMER MAY HAVE OTHER STATUTORY RIGHTS, BUT THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE SHORTEST PERIOD PERMITTED BY LAW.

10. SUPPORT AND AVAILABILITY. During the Subscription Term, Apollo agrees to provide Customer with the technical support and service levels (collectively, "Support") for the Apollo Platform in accordance with the Apollo support policy attached hereto as Schedule 2.

11. ANCILLARY SERVICES. If Ancillary Services are purchased in an Order or SOW, Apollo will provide such Ancillary Services to Customer, which may be performed by Apollo and/or Apollo's approved subcontractors. The scope of Ancillary Services will be set forth in the Order or SOW, and unless expressly stated otherwise in the Order or SOW, any timelines provided are good faith projections and not guarantees. Customer may use any Deliverables in support of authorized use of the Service, but Apollo will retain all right, title, and interest in and to any such Deliverables, including any derivative, enhancement or modification thereof created by or on behalf of Apollo, but excluding any Customer Data or Customer's Confidential Information which may be incorporated into or displayed in such Deliverables.

12. INDEMNIFICATION

12.1. Indemnification by Apollo. Apollo will defend Customer from and against any claim brought by a third-party to the extent alleging that Customer's use of the Apollo Platform as permitted hereunder infringes or misappropriates such third-party's intellectual property rights, and Apollo will indemnify Customer for any damages and costs finally awarded against Customer or agreed in settlement by Apollo (including reasonable attorneys' fees) arising from such claim; provided however, that Apollo will have no liability under this Section to the extent any such claim arises from: (a) the modification of the Service by any party other than Apollo; (b) the combination of the Service with products, data, or processes licensed or procured from a party other than Apollo; (c) Customer's or any of its Affiliates' or Users' unlawful acts, negligence, misconduct, or breach of this Agreement; or (d) any action arising as a result of Customer Data, Barred Data, Third-Party Applications or any deliverables or components not provided by Apollo. If Customer's use of the Apollo Platform is (or in Apollo's opinion is likely to be) enjoined, if required by settlement or if Apollo determines such actions are reasonably necessary to avoid material liability, Apollo may, in its sole discretion, either: (i) substitute substantially functionally similar products or services; (ii) procure for Customer the right to continue using the Apollo Platform; or if (i) and (ii) are not commercially reasonable, (iii) terminate this Agreement and provide Customer with a pro-rata refund.

12.2. Indemnification by Customer. Customer will defend Apollo from and against any claim by a third-party arising from or relating to any Customer Data, Barred Data, or any product or service offered by Customer that is managed, monitored or developed by use of the Service, and will indemnify and hold harmless Apollo from and against any damages and costs awarded

against Apollo or agreed in settlement by Customer (including reasonable attorneys' fees) resulting from such claim.

12.3. Procedures. In the event of a potential indemnity obligation under this Section 12, the indemnified Party will: (a) promptly notify the indemnifying Party in writing of the claim, (b) allow the indemnifying Party the right to control the investigation, defense and settlement (if applicable) of such claim at the indemnifying Party's sole cost and expense, and (c) upon request of the indemnifying Party, provide all necessary cooperation at the indemnifying Party's expense. Failure by the indemnified Party to notify the indemnifying Party of a claim under this Section 12 shall not relieve the indemnifying Party of its obligations under this Section 12, however the indemnifying Party shall not be liable for any litigation expenses that the indemnified Party incurred prior to the time when notice is given or for any damages and/or costs resulting from any material prejudice caused by the delay or failure to provide notice to the indemnifying Party in accordance with this Section. The indemnifying Party may not settle any claim in any matter that would require obligation on the part of the indemnified Party (other than payment or ceasing to use infringing materials), or any admission of fault by the indemnified Party, without the indemnified Party's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed. Further, any indemnification obligation under this Section 12 will not apply if the indemnified Party settles or makes any admission with respect to a claim without the indemnifying Party's prior written consent.

12.4. Exclusive Remedy. This Section 12 states the indemnifying Party's sole liability, and the indemnified Party's exclusive remedy, for any type of claim described in this Section 12.

13. LIMITATION OF REMEDIES AND DAMAGES.

13.1. EXCLUSION OF CERTAIN DAMAGES. IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY OR TO ANY OTHER PARTY FOR ANY LOST PROFITS OR REVENUES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, OR PUNITIVE DAMAGES, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

13.2. LIABILITY CAP. EXCEPT FOR LIABILITY ARISING OUT OF EITHER PARTY'S (I) BREACH OF CONFIDENTIALITY, (II) INDEMNIFICATION OBLIGATIONS, (III) BREACH OF OBLIGATIONS PERTAINING TO CUSTOMER DATA (INCLUDING BUT NOT LIMITED TO, AS A RESULT OF ANY BREACH OF THE SECURITY POLICY OR VIOLATION OF ANY PRIVACY OR SECURITY LAW), (IV) MISAPPROPRIATION, INFRINGEMENT, OR VIOLATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, OR (V) FRAUD OR WILLFUL MISCONDUCT (COLLECTIVELY, THE "EXCLUDED CLAIMS"), IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY RELATING TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY CUSTOMER AND ITS AFFILIATES TO APOLLO HEREUNDER IN THE 12 MONTHS PRECEDING THE DATE ON WHICH THE FIRST CLAIM GIVING RISE TO LIABILITY AROSE (THE "GENERAL LIABILITY CAP").

13.3. EXCLUDED CLAIMS. EXCEPT AS PROVIDED IN THIS SECTION 13.3, UNDER NO CIRCUMSTANCES WILL EITHER PARTY'S AGGREGATE LIABILITY FOR ALL EXCLUDED CLAIMS EXCEED THREE TIMES (3X) THE GENERAL LIABILITY CAP. NOTWITHSTANDING THE FOREGOING, LIABILITY ARISING FROM EITHER PARTY'S (I) FRAUD OR WILLFUL MISCONDUCT OR (II) MISAPPROPRIATION, INFRINGEMENT, OR VIOLATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, WILL NOT BE LIMITED BY THIS SECTION 13.

13.4. LIMITATION SCOPE. FOR THE AVOIDANCE OF DOUBT, THE EXCLUSIONS AND LIMITATIONS SET FORTH IN THIS SECTION 13 WILL APPLY WITH RESPECT TO ALL LEGAL THEORIES OF LIABILITY, WHETHER IN CONTRACT, TORT, OR OTHERWISE. THE PARTIES AGREE THAT THE EXCLUSIONS

AND LIMITATIONS SET FORTH IN THIS SECTION 13 ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THIS AGREEMENT, AND THAT THEY HAVE RELIED ON THESE EXCLUSIONS AND LIMITATIONS IN DETERMINING WHETHER TO ENTER INTO THIS AGREEMENT.

14. GENERAL TERMS

14.1. Assignment. This Agreement will bind and inure to the benefit of each Party's permitted successors and assigns. Each Party may assign this Agreement to an Affiliate, or in connection with a merger, reorganization, acquisition, or other transfer of all or substantially all of such Party's assets or voting securities. Each Party shall promptly provide notice of any such assignment. Any attempt to transfer or assign this Agreement except as expressly authorized under this Section will be null and void.

14.2. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, such provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in full force and effect.

14.3. Waiver. No failure or delay by either Party in exercising any right under this Agreement will constitute a waiver of that right.

14.4. Dispute Resolution; Governing Law; Jurisdiction and Venue. Each Party agrees that before it seeks any form of legal relief (except for a provisional remedy as explicitly set forth below) it shall provide written notice to the other Party of the specific issue(s) in dispute (and reference the relevant provisions of the contract between the Parties which are allegedly being breached). Within thirty (30) days after such notice, knowledgeable executives of the Parties shall hold at least one meeting (in person or by video- or tele-conference) for the purpose of attempting in good faith, to resolve the dispute. The Parties agree to maintain the confidential nature of all disputes and disagreements between them, including, but not limited to, informal negotiations, mediation or arbitration, except as may be necessary to prepare for or conduct these dispute resolution procedures or unless otherwise required by law or judicial decision. The dispute resolution procedures in this Section shall not apply to claims subject to indemnification under Section 12 (Indemnification) or prior to a Party seeking a provisional remedy related to claims of misappropriation or ownership of intellectual property, trade secrets or Confidential Information. This Agreement will be governed by the laws of the State of California and the United States without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods. The jurisdiction and venue for actions related to the subject matter hereof will be the state and federal courts located in San Francisco, California and both Parties hereby submit to the personal jurisdiction of such courts.

14.5. Notice. All notices under this Agreement will be in writing addressed to the Parties at the addresses set forth on the Order and will be deemed to have been duly given: (a) upon receipt if personally delivered or sent by certified or registered mail with return receipt requested; and (b) the first business day after sending by email or by next day delivery by a recognized overnight delivery service. Email notifications to Apollo shall be to legal@apollographql.com. Email notifications to Customer shall be to the email address or addresses specified on the Order and as Customer may provide to Apollo.

14.6. Third-party Beneficiaries. There are no third-party beneficiaries under this Agreement.

14.7. Force Majeure. Neither Party will be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay Fees) if the delay or failure results from any cause beyond such Party's reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war. In the event either Party experiences a force majeure condition as described

herein and cannot solve the same within thirty (30) days, then the other Party shall have the right to terminate this Agreement and all affected Orders on written notice to the non-performing Party. If Customer terminates this Agreement and affected Orders as a result of a force majeure condition experienced by Apollo that Apollo is unable to cure within the foregoing period (including by implementation of a business continuity or disaster recovery plan), then Apollo shall provide Customer with a pro-rata refund of unused Fees.

14.8. Independent Contractors. The Parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby between the Parties. Neither Party will have the power to bind the other or incur obligations on the other Party's behalf without the other Party's prior written consent.

14.9. Export Control. Each Party will comply with all applicable export and import laws and regulations of the United States and other applicable jurisdictions. 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 (and will not permit any third-parties to) access or use any Service in violation of any U.S. export embargo, prohibition or restriction, and (c) Customer will not submit to the Service any information or data that is controlled under the U.S. International Traffic in Arms Regulations.

14.10. Federal Government End Use Provisions. Apollo provides the Service, including all related software and, to the extent applicable the Apollo Technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Service include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not granted under these terms, it must negotiate with Apollo to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement.

14.11. Electronic Signature, Counterparts. This Agreement, including all Orders and SOWs, 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.

14.12. Entire Agreement. This Agreement, including all Orders and SOWs, is the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all prior and contemporaneous agreements, proposals, or representations, written or oral, relating to the subject matter of this Agreement. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by each of the Parties. To the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any Order, the terms of such Order will prevail. No terms or conditions stated in any Apollo document not referenced herein, or any Customer purchase order, vendor onboarding process or web portal, or 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.

Schedule 1 (Security Policy)

This Apollo Graph Information Security Policy (“**Security Policy**”) describes Apollo’s security procedures and safeguards that Apollo uses in connection with the hosting and provision of the Service that processes Customer Data (as each term is defined in the Agreement). Apollo implements a comprehensive documented security program based on NIST 800-53 (or industry recognized successor framework), under which Apollo implements and maintains physical, administrative, and technical safeguards designed to protect the confidentiality, integrity, availability, and security of the Service and Customer Data (the “**Security Program**”), including, but not limited to, as set forth below. Apollo regularly tests and evaluates its Security Program and may review and update its Security Program as well as this Security Policy, provided, however, that such updates shall be designed to enhance and not materially diminish the Security Program.

Apollo utilizes third party Hosting Partners (currently, Google Cloud) as further described in the Agreement and/or Documentation (each, a “**Hosting Partner**”) and provides the Service to Customer from a VPC/VNET hosted by the applicable Hosting Partner (the “**Cloud Environment**”).

1. Security Officer Role

Apollo’s vice president of Director of Security in charge of oversight and enforcement of the Security Program. The Security Officer is responsible for creating and enforcing the Security Policies herein; including the monitoring, vulnerability management, and incident detection and response initiatives; and tracking and reducing risk organization-wide.

2. Operations Security

2.1. Background Screens. All Apollo employees undergo pre-employment background checks consistent with SOC 2 Type II requirements and applicable law, where permitted in the jurisdiction in which the candidate and/or employee are located. Apollo may rescind an employee’s offer letter if their background check is found to be falsified, erroneous, or misleading and will not assign personnel to any role in which such personnel has access to Customer Data unless a background check has been completed for that individual and no issues were found.

2.2. Security Awareness Training. Apollo employees and contractors with privileged access to Customer Data are provided training on the company’s security policies and procedures annually. All Apollo personnel are required to acknowledge, electronically, that they have attended training and understand the security policy.

2.3. Security Coding Training. Apollo employees and contractors in developer roles are provided with SDLC / Secure Coding training annually. Software developers are trained in secure coding techniques, including how to avoid common coding vulnerabilities. All such personnel are required to acknowledge, electronically, that they have attended and understand SDLC training and OWASP Top Ten common coding vulnerabilities.

2.4. Acceptable Use Policy. Apollo maintains an internal Acceptable Use Policy that covers employee responsibilities and behavior for using Apollo’s systems, including devices, email, internal tools, and social media. Apollo employees must acknowledge in writing that they’ve read and will abide by the Acceptable Use Policy.

2.5. Remote Work. Apollo employees who work remotely must follow these rules:

- All company-provided equipment and any equipment used to perform work must remain in the presence of the Apollo employee or be securely stored.
- VPN must be used for all connections with production infrastructure.
- All of Apollo’s data encryption, protection standards and settings must be followed for company-provided equipment and any equipment used to perform work.
- The confidentiality, security and privacy of Apollo’s customers must be preserved by taking steps to verify that no unauthorized individuals may view, overhear, or otherwise have access to Customer Data.
- To enforce the foregoing requirements, all Apollo employees are required to use screen protectors or be conscious of “shoulder surfing” when working in public places like a coffee shop or airport. Apollo employees are further required not to teleconference with customers in public areas.
- All remote work must be performed in a manner consistent with Apollo’s security policies.

2.6. Disciplinary Action. Employees who violate either the Acceptable Use Policy or this Security Policy may face disciplinary consequences in proportion to their violation. Apollo management will determine how serious an employee’s offense is and take the appropriate action: For minor violations, employees may only receive verbal reprimands. For more serious violations, employees may face severe disciplinary actions up to and including termination.

2.7. Employee Access. Apollo will revoke employee’s access to physical locations, systems, and applications that contain or process Customer Data within one (1) business day of the cessation of such employee’s need to access the system(s) or application(s).

3. Apollo’s Audits & Certifications

3.1. The information security management system supporting the Service shall be assessed by one or more independent third-party auditors in accordance with the following audits and certifications (“**Third-Party Audits**”), on at least an annual basis:

- SOC 2 Type I

3.2. To the extent Apollo discontinues a Third-Party Audit, Apollo will adopt or maintain an equivalent, industry-recognized framework.

4. Hosting Location of Customer Data

4.1. The hosting location of Customer Data is in the United States.

5. Encryption

5.1. Apollo encrypts Customer Data at-rest using AES 256-bit (or better) encryption. Apollo leverages Transport Layer Security (TLS) 1.2 (or better) for Customer Data in-transit over untrusted networks.

5.2. Apollo’s encryption key management conforms to NIST 800-53 and involves regular rotation of encryption keys. Hardware security modules are used to safeguard top-level encryption keys. Apollo logically separates encryption keys from Customer Data.

6. System & Network Security

6.1. Access Controls. All Apollo personnel access to the Cloud Environment is via a unique user ID and consistent with the principle of least privilege. All such access requires a VPN, with multi-factor authentication and complex passwords.

6.2. Endpoint Controls. For access to the Cloud Environment, Apollo personnel use Apollo-issued laptops which utilize security controls that include, but are not limited to, (i) disk encryption, (ii) endpoint detection and response (EDR) tools to monitor and alert for suspicious activities and Malicious Code (as defined below), and (iii) vulnerability management in accordance with Section 7 (Vulnerability Management).

6.3. Separation of Environments. Apollo logically separates production environments from development and testing environments. No Customer Data will be transmitted, stored or processed in a non-production environment. The Cloud Environment is both logically and physically separate from Apollo's corporate offices and networks.

6.4. Firewalls / Security Groups. Apollo shall protect the Cloud Environment using industry standard firewall or security groups technology to proactively set up egress and periodically review egress network traffic protocols for anomalies. Ingress is only allowed on those particular protocols and ports that are business-critical. Apollo reviews network security rulesets whenever a change is made by Apollo within the network, but in no event less than once each year.

6.5. Hardening. The Cloud Environment shall be hardened using industry-standard practices to protect it from vulnerabilities, including by changing default passwords, removing unnecessary software, disabling or removing unnecessary services, and regular patching as described in this Security Policy.

6.6. Monitoring & Logging.

6.6.1. Infrastructure Logs. Monitoring tools or services, such as host-based intrusion detection tools, are utilized to log certain activities and changes within the Cloud Environment. These logs are further monitored, analyzed for anomalies, and are securely stored to prevent tampering for at least one year.

6.6.2. User Logs. As further described in the Documentation, Apollo also captures logs of certain activities and changes within the Account and makes those logs available to Customer for Customer's preservation and analysis.

6.6.3. Log Maintenance. Logs that pertain to infrastructure changes are retained indefinitely and are kept in git and managed as code. Changes in infrastructure that are managed elsewhere (e.g. hosted DB version updates) are maintained for >90 days and user logs are stored for at least 30 days. Some logs are exported to analytics sinks and are stored with longer retention (>1 year).

7. **Vulnerability Detection & Management.**

7.1. Anti-Virus & Vulnerability Detection. Apollo leverages automated alerts and vulnerability reports and other threat detection tools to monitor and identify suspicious activities, potential malware, viruses and/or malicious computer code (collectively, "**Malicious Code**"). Apollo does not monitor Customer Data for Malicious Code.

7.2. Penetration Testing & Vulnerability Detection. Apollo regularly conducts penetration tests throughout the year and engages one or more independent third parties to conduct penetration tests of the Service at least annually. Apollo also runs weekly vulnerability scans for the Cloud Environment using updated vulnerability databases.

7.3. Vulnerability Management. Vulnerabilities meeting defined risk criteria trigger alerts and are prioritized for remediation based on their potential impact to the Service. Upon becoming aware of such vulnerabilities, Apollo will use commercially reasonable efforts to address private and public (e.g., U.S.-Cert announced) critical and high vulnerabilities within 30 days, and medium vulnerabilities within 90 days. To assess whether a vulnerability is 'critical', 'high', or 'medium', Apollo leverages the National Vulnerability Database's (NVD) Common Vulnerability Scoring System (CVSS), or where applicable, the U.S.-Cert rating.

8. **Change Management**. Apollo maintains a documented change management program for the Service.

9. **Vendor Risk Management**. Apollo maintains a vendor risk management program for vendors that process Customer Data designed to ensure each vendor maintains security measures consistent with Apollo's obligations in this Security Policy.

10. **Physical and Environmental Controls**

10.1. Cloud Environment Data Centers. To ensure the Hosting Partner has appropriate physical and environmental controls for its data centers hosting the Cloud Environment, Apollo regularly reviews those controls as audited under the Hosting Partner's third-party audits and certifications. Apollo's Hosting Partner shall have a SOC 2 Type II annual audit (available at <https://cloud.google.com/security/compliance/soc-2>) and ISO 27001 certification (available at <https://cloud.google.com/security/compliance/iso-27001>) or industry recognized equivalent frameworks. Such controls, shall include, but are not limited to, the following:

10.1.1. Physical access to the facilities are controlled at building ingress points;

10.1.2. Visitors are required to present ID and are signed in;

10.1.3. Physical access to servers is managed by access control devices;

10.1.4. Physical access privileges are reviewed regularly;

10.1.5. Facilities utilize monitor and alarm response procedures;

10.1.6. Use of CCTV;

10.1.7. Fire detection and protection systems;

10.1.8. Power back-up and redundancy systems; and

10.1.9. Climate control systems.

10.2. Apollo Corporate Offices. While Customer Data is not hosted at Apollo's corporate offices, Apollo's technical, administrative, and physical controls for its corporate offices covered by its SOC 2 Type II certification, shall include, but are not limited to, the following:

10.2.1. Physical access to the corporate office is controlled at building ingress points;

10.2.2. Badge access is required for all personnel and badge privileges are reviewed regularly;

10.2.3. Visitors are required to sign in;

10.2.4. Use of CCTV at building ingress points;

10.2.5. Tagging and inventory of Apollo-issued laptops and network assets;

10.2.6. Fire detection and sprinkler systems; and

10.2.7. Climate control systems.

11. **Incident Response and Notification Procedures.**

11.1. General. For purposes of this Section, an "**Incident**" means any act or omission that compromises Apollo's or its providers' physical, technical, or organizational safeguards for the Service or that breaches this Security Policy and leads to the actual or suspected unauthorized access, use, disclosure, or processing of Customer Data. Apollo will maintain an Incident response function capable of identifying, mitigating the effects of, and preventing the recurrence of Incidents. If an Incident occurs, Apollo will (i) promptly take all

necessary steps to prevent any further compromise of Customer Data or any future Incidents; (ii) notify Customer within forty-eight (48) hours (unless earlier notification is required by law) of the Incident being identified and provide updates regarding the status of the remediation at Customer's reasonable request; and (iii) respond promptly to any reasonable request from Customer for additional information pertaining to the Incident. Apollo's notice will contain a description of the known or suspected nature of the Incident, its impact, and relevant investigative, corrective, or remedial actions taken or planned (unless disclosure of the same may compromise the integrity of an ongoing investigation or forensic analysis, in which case Apollo will share the portion of those actions taken or planned it is reasonable able to).

11.2. Audit and Reporting. Upon reasonable request, Apollo will permit Customer or its third-party auditor to review and verify relevant logs and data pertaining to any Incident investigation unless doing so impacts Apollo's ability to maintain other customer commitments concerning confidentiality and security. Upon conclusion of investigative, corrective, and remedial actions with respect to an Incident, Apollo will prepare and deliver to Customer, at its request, a final report that describes (i) the known extent of the Incident; (ii) the Customer Data subject to the Incident; (iii) all critical corrective and remedial actions completed or in process; (iv) the efforts taken to mitigate the risks of further Incidents.

Schedule 2 (Support Policy)

This Apollo Support Policy and Service Level Agreement (“Policy”) is subject to the Agreement between Customer and Apollo under which Apollo provides the Service that references this Policy (“Agreement”). This Policy describes Apollo’s support offering provided by Apollo’s technical support team (“Apollo Support”) in connection with support requests related to bugs, defects, or errors in the Service causing it not to perform in material conformance with the Documentation (“Errors”). This Policy also describes the service level commitments applicable to the Service. This Policy may be updated by Apollo from time to time upon notice (which may be provided through the Service or by posting an updated version of this Policy). Capitalized terms not defined in this Policy shall have the meaning given to them in the Agreement.

1. **General Support Offering.** Apollo will provide Customer with email and online support, Monday through Friday, from 8:00 a.m. to 6:00 p.m. Pacific Time, excluding designated Apollo company holidays (“Business Hours”). Customer may only designate Users as support contacts (“Customer Contacts”). Apollo shall provide English-speaking remote assistance to Customer Contacts for questions or issues arising from any Errors, as further described in this Policy, including troubleshooting, diagnosis, and recommendations for potential workarounds for the duration of Customer’s subscription to the applicable Service.
2. **Open-Source Client and Server Support.** Provided that Customer has purchased a subscription to the Service (Apollo Enterprise Data Graph Platform), Support provided by Apollo under this Schedule will also cover Errors in the “Apollo Server”, “Apollo Client” or “Apollo Gateway” products (“OSS Offerings”) made separately available under the M.I.T. open-source license (“OSS Licenses”) or as Apollo Source Available Software. Except for Apollo Support, no other term or condition of the Agreement shall govern Customer’s use of the OSS Offerings, which shall be and remain solely subject to the OSS Licenses. Further, for clarity, the Service Level Commitment in Section 9 below does not apply to any OSS Offerings or Apollo Source Available Software that are installed and operated by Customer or its representatives and are not hosted by Apollo.
3. **Contacting Apollo Support.** Customer Contacts may contact Apollo Support by submitting a support request to the Apollo webpage or other email or URL as may be designated by Apollo (“Apollo Support Portal”) and designating the appropriate severity level according to Table 1 below (“Severity Level”) solely for purposes of having the support request submitted (collectively, a “Support Case”). All Customer Contacts must be reasonably trained in the use and functionality of the Service and the Apollo Documentation and shall use reasonable diligence to ensure a perceived Error is not an issue with Customer equipment, software, or internet connectivity.
4. **Submission of Support Cases.** Each Support Case shall; (a) designate the Severity Level of the Error in accordance with the definitions in Table 1, (b) identify the Customer’s account that experienced the error, (c) include information sufficiently detailed to allow Apollo to duplicate the Error (including any relevant error messages), and (d) provide contact information for the Customer Contact most familiar with the issue. Unless Customer expressly designates the Severity Level, the Support Case will default to a P4 Error.
5. **Error Response.** Upon receipt of a Support Case, Apollo will perform an initial diagnosis to attempt to determine the Error and assign the applicable Severity Level based on descriptions in Table 1. All response times shall be as set forth in the table below, and with respect to P3 or P4 Errors will commence at the beginning of the next business day for requests for Support Cases that are logged during non-business hours. If Apollo’s Severity Level designation is different from that assigned by Customer, Apollo will promptly notify Customer in advance of such designation. If Customer notifies Apollo of a reasonable basis for disagreeing with Apollo’s designated Severity Level, the parties will discuss in an effort to come to mutual agreement. If disagreement remains after discussion, each party will escalate within its organization and use good faith efforts to mutually agree on the appropriate Severity Level.
6. **Severity Levels.** Table 1 below states the Severity Levels for the Service:

Priority Level	Description	Initial Response Time
P1	A Priority 1 Error means the Service is severely impacted or completely shut down or there is an Error in the Service that makes Customer’s use of the Service impossible, with no alternative available.	Within 1 hour (during or outside of Business Hours)
P2	A P2 Error means (i) the Service is functioning with limited capabilities, or (ii) the Service is unstable with periodic interruptions.	Within 4 hours (during or outside of Business Hours)
P3	A P3 Error that has a medium-to-low impact on the Service, but does not prevent Customer from accessing and using critical functionality of the Service.	Within 1 business day (during Business Hours)
P4	A P4 Error that has low-to-no impact on Customer’s access to and use of the Service, including but not limited to, requests for new features, product enhancements, or documentation. A P4 Error may include (i) a need to clarify procedures or information in documentation, (ii) a request for a product enhancement or new feature, (iii) cosmetic or non-functional Errors; or (iv) Errors in the documentation.	Within 3 business days (during Business Hours)

7. **Bug Fixing.** Apollo will investigate Support Cases concerning suspected Errors within the Service for which bug fixes may be required. Apollo will use commercially reasonable efforts to promptly correct the Error or provide a workaround to permit Customer to use the Service substantially in conformance with the applicable Documentation. A bug fix or workaround may be provided in the form of a temporary fix, procedure or routine.
8. **Updates.** For so long as Customer is timely in the performance of its obligations under this Agreement, and has paid to Apollo the corresponding Fees, the Service shall include access to all generally-available updates and upgrades to the Service that Apollo implements across the Service.
9. **Service Level Commitment.**
 - 9.1. **Uptime Commitment.** During the Subscription Term, Apollo will make the Service available an average of at least 99.90% of the time, measured on a monthly basis, excluding (a) scheduled downtime, or (b) any unavailability or downtime caused by any circumstance excluded under Section 9 below (“Service Level Commitment”).

9.2. Credits. In the event that If the Service fails to meet the Service Level Commitment in a given month (“Service Level Failure”), then as Customer’s sole and exclusive remedy (other than the termination right in Section 9.3 below), Customer shall receive the applicable credits set forth in Table 2 below (“Service Level Credits”), credited against Customer’s usage in the calendar month following the Service Level Failure provided that Customer requests Service Level Credits within twenty-one (21) days of the calendar month in which the Service Level Failure occurred. Service Level Credits may not be exchanged for, or converted to, monetary amounts.

Availability	Service Level Credit
Under 99.9% but greater than or equal to 99.0%	5% of the Average Monthly Fee
Under 99.0% but greater than or equal to 95.0%	10% of the Average Monthly Fee
Under 95.0%	15% of the Average Monthly Fee

For purposes of this Section 9.2, the “Average Monthly Fee” means one twelfth (1/12) of the annual subscription fee purchased by Customer on the Order. For example, if Customer purchases an annual subscription of \$120,000.00 U.S.D., then the Average Monthly Fee is \$10,000.00 U.S.D. Service Level Credits will be based on the applicable Availability tier noted in Table 2 above. For instance, using the hypothetical Average Monthly Fee noted in this Section, if, during one month of the Subscription Term, the Service Level Failure is at 94.0%, then Customer’s Service Level Credit equals 15% of \$10,000 U.S.D., or \$1,500 U.S.D.

9.3. Additional Termination Right. In addition to Service Level Credits, Customer may terminate the affected Order on written notice to Apollo in the event that Apollo fails to meet the Service Level Commitment in any three (3) months in any rolling twelve (12) month period, in which case Customer shall receive a pro-rata refund of pre-paid Fees remaining for the then-current Subscription Term.

10. Policy Exclusions. Apollo will have no liability for any failure to meet the Service Level to the extent arising from: (i) use of the Service by Customer or its Users other than as authorized under the Agreement, Order, or Documentation; (ii) errors or unavailability of Customer Data or Third Party Applications that provide the same for use with the Service; (iii) Customer or User equipment, networks, or devices; (iv) third party acts, or services and/or systems not provided by Apollo or Apollo’s contractors; (v) general Internet problems, or other factors outside of Apollo’s reasonable control, including force majeure events; (vi) evaluation, beta, demonstration, non-production or proof-of concept uses or versions of the Service. Apollo will have no obligations to provide support for Third Party Applications or services, or for custom scripts or code not native to the Service. Additionally, if Customer desires technical or professional services from Apollo, including but not limited to services related to data modeling, code development, migration, or product training, then Customer and Apollo must enter into a mutually executed SOW for such services.