The revised version of the agreement most accurately reflects Apollo's current offerings and replaces the prior versions (for reference, the most recent versions available [here](#) and [here](#)). This version applies to all new Orders. Orders issued before August 6, 2024 remain subject to the prior version in effect when that Order took effect. Upon renewal or amendment, the revised version will apply.

Apollo GraphQL Self-Service Subscription Agreement

Effective starting: August 6, 2024

This Agreement is between Apollo Graph, Inc., a Delaware corporation with mailing address at 1600 Bryant Street #411447, SMB#20356, San Francisco, CA 94141, United States ("**Apollo**" or "**we**" or "**our**") and the entity on behalf of which this Agreement is accepted or, if that does not apply, the individual accepting this Agreement ("**Customer**" or "**you**" or "**your**").

If you (the person accepting this Agreement) are accepting this Agreement on behalf of your employer or another entity, you agree that: (a) you have full legal authority to bind your employer or such entity to this Agreement, and (b) you agree to this Agreement on behalf of your employer or such entity.

If you are accepting this Agreement using an email address from your employer or another entity, then: (i) you will be deemed to represent that party, (ii) your acceptance of this Agreement will bind your employer or that entity to these terms, and (iii) the word '*Customer*' or '*you*' or '*you*' in this Agreement will refer to your employer or that entity.

By clicking on the '*Agree*' or '*Accept*' option (or similar button or checkbox) that is presented to you at the time of placing an Order, or by accessing or using Self-Service Products, you confirm you are bound by this Agreement. If you do not wish to be bound by this Agreement, do not click '*Agree*' or '*Accept*' (or similar button or checkbox) or access or use Self-Service Products.

1.   Definitions and Terms

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

"**Agreement**" means this Self-Service Subscription Agreement and any Order(s) issued hereunder.

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

"**Customer Data**" means any content, data, and information submitted by you, or on your behalf, to Self-Service Products.

"**Documentation**" means Apollo's technical documentation and guidelines for Self-Service Products *[located here](#)*.

"**Order**" means Apollo's order document, online order (including the provisioning of any Self-Service Products), in-application interface acceptance, or other similar process or agreement for the provision of Self-Service Product, that you place, and we accept, in accordance with **Section 2.1 (Order Process and Delivery)**.

"**Self-Service Product(s)**" means the software-as-a-service or other Apollo-hosted products and solutions, including any underlying software used to provide such products and solutions. For clarity, any Apollo product or solutions that are enterprise-only offerings or are not hosted by Apollo are not considered Self-Service Products.

"**Subscription Term**" means the set period of access and use of Self-Service Products, as identified in the Order.

"**Usage Data**" means data and telemetry collected by Apollo relating to your configuration and use of Self-Service Products.

"**Use Limit(s)**" means entitlements or use limitations applicable to your use of Self-Service Products, which may include: (a) units of measure relating to traffic or usage; (b) number licenses, copies, or instances; or (c) any restriction to entity, division, or business unit.

"**User(s)**" means any individual person or persons that you authorize to access and use Self-Service Products. For clarity, Users may be any of your employees, consultants, contractors, or agents.

2.   Access and Use

2.1.   Order Process and Delivery. Orders take effect after you place an Order (by clicking '*Accept*' or '*Agree*' feature or similar button or checkbox or when you create an account and access and use Self-Service Products) and when we provide access to Self-Service Products, send a confirmation email, or make login instructions available to you. Apollo will deliver login instructions for Self-Service Products electronically to your account (or through other reasonable means) promptly upon receiving payment of the fees. Apollo has no further delivery obligations with respect to Self-Service Products after delivery of login instructions.

2.2.   Use of Self-Service Products. During the Subscription Term and subject to this Agreement, Apollo will provide you access to and use of Self-Service Products, solely for your internal business purposes, in accordance with Documentation. This Agreement grants only those licenses explicitly stated herein and does not imply any additional licenses. For clarity, this Agreement does **not** apply to Apollo's (a) *[GraphOS enterprise offerings](#)*, which are instead subject to our GraphOS Subscription Agreement *[located here](#)*; or (b) *[cloud dedicated offering](#)*, which is instead subject to our Private Preview Agreement *[located here](#)*.

2.3. **Apollo Router Core (No Enterprise Features).** Apollo makes available certain software packages under the brand names *Apollo Federation* and *Apollo Router* ("**Apollo Router Core**"), under the source-available "**Elastic License**" *located here*. At Apollo's discretion, Apollo Router Core can be freely downloaded from our public repository *located here*. You acknowledge that any use of Apollo Router Core in connection with Self-Service Products, whether by you or a third party on your behalf, must comply at all times with the conditions of the Elastic License. Any violation of the Elastic License conditions when using Apollo Router Core in connection with Self-Service Products will be considered a material breach of this Agreement. For clarity, certain enterprise features and functionalities are not included in Apollo Router Core but instead are only made available for Apollo's enterprise customers. You acknowledge that these enterprise features and functionalities cannot be licensed or made available under this Agreement.

2.4. **Restrictions.** Except as otherwise expressly set forth in this Agreement, you and your Users will not at any time, directly or indirectly (and must not permit or encourage anyone else to): (a) rent, lease, sell, distribute, or sublicense Self-Service Products or include Self-Service Products in a service bureau or outsourcing offering or for any purpose other than its own use; (b) provide access to Self-Service Products to a third-party; (c) remove, obscure or modify in any way any proprietary or other notices or attributions in Self-Service Products; (d) use or make reference to Self-Service Products to develop a similar or competing product or service or to benchmark; (e) reverse engineer, decompile, disassemble or seek to access non-public source code or APIs to Self-Service Products; (f) interfere with or circumvent Use Limits; (g) modify or create derivative works of Self-Service Products; or (h) use Self-Service Products to process any Sensitive Personal Data. "**Sensitive Personal Data**" means highly sensitive personally identifiable information, including any: (i) government-issued identification number of any kind, (ii) health, genetic, biometric record or data, (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) employee or human resources records, or (v) any consumer or household data of any kind.

2.5. **Use Limits.** Use Limits are determined based on your subscription purchased. For clarity, if you create or use multiple accounts (including via Affiliates), Apollo reserves the right to aggregate all usage for purposes of calculating Use Limits. For purposes of calculating Use Limits referred to as '*operations*,' Apollo counts unique traffic processed by Self-Service Products, Apollo Router Core, or any other Apollo products or solutions you are using or that are being used on your behalf (including Apollo's open-source products or solutions).

2.6. **Community Support.** Self-Service Products provide an opportunity for current and prospective Apollo customers to experience Apollo's offerings and services without the cost and time involved in an enterprise rollout. As such, you acknowledge and agree that Apollo is not obligated to provide any enterprise-level support, typically offered as part of its enterprise offerings. Any available community support will be as set forth in the Documentation or Site and Apollo reserves the right to modify such levels of support in its sole discretion at any time. Additionally, Apollo expressly makes no uptime availability commitment or other service level commitments under this Agreement. However, you may view our current and historical uptime performance via our publicly available '*status page*' *located here*. We strongly recommend subscribing to status page updates for important notifications.

2.7. **Third-Party Applications.** You may choose to enable and use third-party services or applications ("**Third-Party Applications**") with Self-Service Products, subject to the relevant third-party provider's terms of use. You acknowledge and agree that (a) you alone are responsible for your use of Third-Party Applications; and (b) Apollo has no liability for your use of such Third-Party Applications.

3. **Your Responsibilities.** You are responsible for (a) ensuring that your and your Users' use of Self-Service Products and submission of Customer Data comply with the terms of the Agreement and Applicable Laws; (b) configuring Self-Service Products correctly in accordance with the Documentation and securing all passwords, keys, tokens, and other credentials you may use in connection with Self-Service Products ("**Access Credentials**"); (c) determining whether Self-Service Products meet your requirements and any regulatory obligations; and (d) making any required disclosures and obtaining all rights and consents necessary for Apollo to process Customer Data in accordance with this Agreement.

4. **Privacy and Security**

4.1. **Privacy; Limited Personal Data Transfers.** Unless otherwise indicated in Documentation, Self-Service Products are hosted solely in the United States (via Google Cloud Product and Amazon Web Services). For clarity, Self-Service Products are ***not*** designed to process Sensitive Personal Data. In the provision of Self-Service Products, we process Business Contact Information, subject to our privacy policy *located here*, in order to manage User profiles, authenticate User logins for Self-Service Products, or send you routine business communications (e.g., billing). "**Business Contact Information**" means basic contact information, such as name, business email address, job title, and IP address related to Self-Service Product Users or your personnel who may receive routine business communications from Apollo. For the international transfer and processing of Business Contact Information, our legal basis is the necessity for the performance of this Agreement and to provide Self-Service Products. We ensure the lawful transfer of this limited personal data by relying on appropriate safeguards, including standard contractual clauses. By using Self-Service Products, you acknowledge and consent to this transfer and processing as necessary for User authentication and provision of Self-Service Products.

4.2. **Security.** We maintain appropriate technical and organizational measures to protect Customer Data, as outlined in our Security Measures, which may be updated to improve security. "**Security Measures**" means the administrative, physical, and technical safeguards implemented and maintained by Apollo to protect the security of Self-Service Products that processes Customer Data, and the general information security measures described in Apollo's SOC 2 Type II report and NIST 800-171

report available at Apollo's Trust Center *located here* (and including any other security certifications obtained and maintained by Apollo). Notwithstanding the foregoing, you understand that use of Self-Service Products may involve transmission of Customer Data over networks that are not owned, operated, or controlled by Apollo, and we are not responsible for Customer Data that is lost, altered, intercepted, or stored across such networks. We cannot guarantee that our Security Measures will be error-free, that transmissions of Customer Data will always be secure or that unauthorized third parties will never be able to defeat our Security Measures or those of our third-party service providers. You agree to use reasonable efforts to prevent unauthorized Self-Service Product access or use. Additionally, you agree to promptly notify us if you suspect any Access Credentials have been compromised or shared with unauthorized parties, or if an unauthorized third party has accessed Self-Service Products or Customer Data.

5. Invoicing, Payment, and Taxes

5.1.   Payment Method. To access and use any Self-Service Products that require fees, you must provide a valid and authorized credit card for all fees set forth in the initial Order (and for each subsequent renewal). You represent and warrant that you are authorized to use such a credit card to pay for subscriptions to Self-Service Products. By providing a credit card, you are expressly authorizing us to charge you on a monthly, annual, or pay-as-you-go basis, or as otherwise applicable for the fees. You further acknowledge that Apollo uses a third-party company to facilitate such payments and expressly agree that Apollo shall have no liability for your credit card information. All fees must be paid in USD. Except for pay-as-you-go subscriptions, fees are payable in advance and are based on Self-Service Product subscription type. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ALL FEES ARE NONREFUNDABLE AND NO REFUNDS WILL BE PROVIDED FOR THE UNUSED PORTION OF SUCH SUBSCRIPTION TERM.

5.2.   Taxes. Our fees are exclusive of all taxes, levies, duties, or similar governmental assessments of any nature, including, for example, any sales, use, GST, value-added, withholding, or similar taxes, whether domestic or foreign, or assessed by any jurisdiction (collectively, "**Taxes**"), and you shall be responsible for payment of all Taxes associated with this Agreement, except that Apollo is solely responsible for taxes assessable against Apollo based on Apollo's net income, property, and employees. Unless you provide us with evidence of an exemption, we will invoice you for such Taxes if we believe we have a legal obligation to do so, and you agree to pay such Taxes if so invoiced.

5.3.   Late Payments. Late payment includes the following consequences: (a) Apollo can charge 1.5% interest per month or the maximum allowed by law; (b) Customer must reimburse Apollo for reasonable costs incurred in collecting late payments, including reasonable attorney fees; and/or (c) if payment is not made within 10 days after Customer receives non-payment notice, Apollo can suspend access to Subscription Offerings until full payment is received in accordance with **Section 5.4 (Suspension)** below.

5.4.   Suspension. Apollo has the right but not the obligation to monitor your use of Self-Service Products to verify compliance with this Agreement. If you are not in compliance, we may require you to make changes to bring your use into compliance. If you do not promptly make such changes, and without limiting any other legal or equitable remedies available to us, we can suspend your Self-Service Product access without any liability for damages, liabilities or losses as a result of such suspension.

6. Intellectual Property

6.1.   Ownership; Feedback. Except as expressly set out in this Agreement, as between the parties, (a) you own and retain all intellectual property and other rights in Customer Data; and (b) Apollo owns and retains all intellectual property and other rights in Apollo Technology and Usage Data, which is provided on a non-exclusive basis and not sold. "**Apollo Technology**" means Apollo Router Core, Documentation, Self-Service Products, all related and underlying software, technology, and documentation to the foregoing, and any derivative works of, or modifications to, improvements to any of the foregoing. Notwithstanding any of the foregoing, if you or your Users provide Apollo with feedback or suggestions regarding any Apollo Technology or other Apollo offerings, we may use the feedback or suggestions without restriction or obligation.

6.2.   Usage Data. You control the content and extent of Customer Data submitted to Self-Service Products. By submitting Customer Data, you hereby grant to Apollo, and our Affiliates and contractors, the right, and you are expressly authorizing Apollo, and our Affiliates and contractors, to process Customer Data in order to provide and support Self-Service Products. You agree Apollo may use Usage Data and aggregated and anonymized Customer Data for any lawful business purpose during and after the Subscription Term, including the development of embeddings and the creation of test/training data for Apollo's models and related current or future products and solutions, and to create and distribute insights, reports, and other materials. For clarity, Apollo owns and reserves all rights to any resulting use, commercialization, or licensing, without restriction or obligation. Apollo's processing of Usage Data and Customer Data shall at all times be subject to its obligations under this Agreement, including under **Section 5.2 (Security)**.

7. Representations, Warranties, and Disclaimers

7.1.   Customer Warranties. Customer represents and warrants that Customer Data will not: (a) infringe, misappropriate, or otherwise violate the intellectual property rights or other rights of any third party; and/or (b) knowingly violate Applicable Laws.

7.2.   Disclaimers. SELF-SERVICE PRODUCTS ARE MADE AVAILABLE TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH THE EXPRESS UNDERSTANDING THAT APOLLO HAS NO OBLIGATION TO MONITOR OR CONTROL OR ASSESS CUSTOMER DATA. AS SUCH, YOUR USE OF SELF-SERVICE PRODUCTS IS AT YOUR OWN DISCRETION AND RISK. APOLLO MAKES NO CLAIMS OR PROMISES ABOUT THE QUALITY, ACCURACY, OR RELIABILITY OF SELF-SERVICE PRODUCTS. ACCORDINGLY, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, APOLLO IS NOT LIABLE TO YOU OR ANY THIRD-PARTY FOR ANY LOSS OR DAMAGE THAT MIGHT ARISE, INCLUDING WITHOUT LIMIT ANY LOSSES OR DAMAGES ARISING FROM SELF-SERVICE PRODUCTS' INOPERABILITY, UNAVAILABILITY, OR SECURITY VULNERABILITIES. APOLLO EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SOME JURISDICTIONS MAY PROHIBIT A DISCLAIMER OF WARRANTIES AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

8.   Confidentiality

8.1.   Definition. "**Confidential Information**" means all non-public or proprietary information disclosed by Apollo to you, whether disclosed orally or in writing, that is designated confidential or should be reasonably known by you to be confidential given the nature of the information or the circumstances of the disclosure. For clarity, Confidential Information includes all Apollo Technology. Confidential Information does not include any information that: (a) was rightfully known to you prior to disclosure by Apollo without breach of any obligation owed to Apollo; (b) is or becomes public knowledge without breach of any obligation owed to Apollo; (c) is lawfully received from a third-party without breach of any obligation owed to Apollo; or (d) is independently developed by you without use of or reference to our Confidential Information.

8.2.   Obligations. You will use the same degree of care to protect Apollo's Confidential Information as you do for your own confidential information of a similar nature, but no less than reasonable care. Specifically, you agree to (a) not use Confidential Information for any purpose outside the scope of this Agreement, and (b) limit access to Confidential Information to your employees, contractors, and advisors who need access for purposes consistent with this Agreement and who are bound by confidentiality obligations to you that are not materially less protective than those in this Agreement, unless otherwise authorized by Apollo in writing. If you are required by Applicable Law or court order to disclose Confidential Information, you shall, to the extent legally permitted, provide us with advance written notice and cooperate in any effort to obtain confidential treatment of the Confidential Information. You acknowledge that the disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy. Therefore, upon any such disclosure by you, Apollo will be entitled to seek appropriate equitable relief in addition to any other remedies available at law.

9.   Customer Indemnification. You agree to defend, indemnify, and hold harmless Apollo and its Affiliates, and their respective officers, directors, employees, consultants, and agents from and against any and all claims, liabilities, damages, losses, and expenses, including reasonable attorneys' fees and costs, arising out of or in any way connected with (a) your access to, use of, or alleged use of Self-Service Product(s); (b) your violation of this Agreement or any representation, warranty, or agreements referenced herein, or any applicable law or regulation; (c) your violation of any third-party right, including without limitation any intellectual property right, publicity, confidentiality, property or privacy right; or (d) any disputes or issues between you and any third-party pertaining to this Agreement. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (and without limiting your indemnification obligations with respect to such matter), and in such case, you agree to cooperate with our defense of such claim.

10.   Limitation of Liability

10.1.   Waiver. Apollo will not have any liability to you or to any other party, for any indirect, special, incidental, consequential, cover, or punitive damages, or for damages for business interruption, loss of profits, goodwill, use, data, or other intangible losses arising out of or relating to this Agreement. This applies even if either party knew these damages could happen. The foregoing will not apply to the extent prohibited by Applicable Laws.

10.2.   Liability Cap. To the fullest extent permitted by Applicable Laws, Apollo's total liability arising out of or relating to the use of, or inability to use Self-Service Products (including any Apollo Technology or Apollo open-source components used with Self-Service Products) or otherwise arising out of or relating to this Agreement is limited to the amounts paid or payable to Apollo by you for Self-Service Products in the 12 months before the claim arose. The limitations in this **Section 10 (Limitation of Liability)** apply to any and all types of legal claims or actions and will survive and apply even if any limited remedies provided in this Agreement fails of their essential purpose.

11.   Term; Renewals

11.1.   Term. This Agreement takes effect when an Order becomes effective in accordance with **Section 2.1 (Order Process and Delivery)** and remains in effect until terminated as specified below.

11.2.   Automatic Renewal. This Agreement will automatically renew for additional periods of the same duration as the expiring Subscription Term. ***Upon automatic renewal, you expressly authorize us to charge your credit card on file or, if such card is not updated, to reasonably require you to arrange for payment in another manner.*** If you do not want this Agreement to auto-renew, you must contact support@apollographql.com at least 10 calendar days before the expiration of the then current Order or terminate the Agreement in accordance with **Section 11.4 (Termination by You)** any time prior to the expiring Subscription Term.

11.3. Price Changes. We reserve the right to change the fees that we charge for Self-Service Products, at any time in our sole discretion, provided that we give you at least thirty (30) days' prior notice of such changes. Unless otherwise specified in such notice to you, any changes to the subscription fees will take effect in the billing period immediately following our notice to you (for example, the next month for monthly subscriptions, or the next annual payment for annual subscriptions).

11.4. Termination by You. You may terminate this Agreement at any time upon written notice to Apollo at support@apollographql.com. Except for Apollo's material breach of the Agreement, if you terminate the Agreement pursuant to the prior sentence, you will promptly pay any outstanding fees through the original remainder of the Subscription Term (for example, if you signed up for a 12-month Subscription Term and terminate in month 4, you still owe the fees for months 5-12).

11.5. Termination by Apollo. Apollo may terminate this Agreement at any time immediately upon written notice to you (email sufficing). Except for your breach of the Agreement (which includes exceeding Use Limits), if Apollo terminates the Agreement pursuant to the prior sentence, Apollo will refund that portion of any prepaid fees related to Self-Service Products not yet provided. Nothing contained herein shall limit any other remedies that Apollo may have for your default under this Agreement nor relieve you of any of its obligations incurred prior to such termination.

11.6. Effect of Termination. Upon expiration or termination of the Agreement for any reason, you will immediately cease use of Self-Service Products, delete all User accounts, and (if requested by Apollo) certify as to your return or destruction of all Confidential Information.

11.7. Post-Expiration Usage. If you continue using Self-Service Products after expiration without a new Order in place (including if you do not update your credit card on file), the terms of this Agreement continue to apply, and pricing may be calculated and invoiced according to Apollo's then-current list pricing. For clarity, this continued access does not extend the Subscription Term or prevent Apollo from suspending or terminating access.

11.8. Survival. In addition to this **Section 11.8 (Survival)**, the following will also survive expiration or termination of this Agreement and any applicable Order: **Sections 2.4 (Restrictions)**, **5 (Invoicing, Payment, and Taxes)**, **6 (Intellectual Property)**, **7 (Representations, Warranties, and Disclaimers)**, **8 (Confidentiality)**, **9 (Customer Indemnification)**, **10 (Limitations of Liability)**, **11.6 (Effect of Termination)**, **11.7 (Post-Expiration Usage)**, and **12 (General Terms)**.

12. General Terms

12.1. Assignment. You may not assign the Agreement without Apollo's prior written consent. Any attempt to assign the Agreement except as permitted under this **Section 12.1 (Assignment)**, will be null and of no effect. Subject to the foregoing, this Agreement will bind and inure to the benefit of each party's successors and permitted assigns.

12.2. Publicity. We may identify your organization as an Apollo customer in our sales and promotional materials and may also display your organization's name and logo in a list of Apollo customers published on our websites. We will abide by your branding guidelines as communicated in writing to us.

12.3. Governing Law. The Agreement will be governed by both the substantive and procedural laws of California, excluding its conflict of law rules and the United Nations Convention for the International Sale of Goods. Subject to **Section 12.4 (Arbitration and No Class Actions)** below, any legal action or proceeding arising under the Agreement will be brought exclusively in the federal or state courts located in the Northern District of California and the parties irrevocably consent to the personal jurisdiction and venue therein.

12.4. Arbitration and No Class Actions. To resolve disputes efficiently and effectively, and subject to applicable laws, both parties agree that any and all disputes arising in connection with this Agreement will be resolved by binding arbitration. FOR CLARITY, YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU WAIVE YOUR RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION LAWSUIT. Notwithstanding anything to the contrary in this **Section 12.4 (Arbitration and No Class Actions)**, both parties agree that nothing herein will be deemed to waive, preclude, or otherwise limit either of your right or Apollo's right to (a) pursue enforcement actions through applicable federal, state, or local agencies where such actions are available, (b) seek injunctive relief in a court of law, or (c) to file suit in a court of law to address intellectual property infringement claims. Any arbitration arising from this Agreement will be governed by the Commercial Arbitration Rules and Mediation Procedures ("**AAA Rules**") of the American Arbitration Association ("**AAA**") and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org. A party who intends to seek arbitration must first send a written notice of the dispute to the other (you agree to send any such written notices in accordance with **Section 12.5 (Notices)**, with an email copy to legal@apollographql.com). The notice must (y) describe the nature and basis of the claim or dispute; and (z) set forth the specific relief sought ("**Arbitration Claim**"). We agree to use good faith efforts to resolve the claim directly, but if we do not reach an agreement to do so within 30 days after the notice is received, you or Apollo may commence an arbitration proceeding. Any arbitration hearings will take place at a location to be agreed upon in San Francisco, California provided that if the claim is for $10,000 or less, you may choose whether the arbitration will be conducted (i) solely on the basis of documents submitted to the arbitrator; (ii) through a non-appearance based telephonic hearing; or (iii) by an in-person hearing as established by the AAA Rules in the county of your billing address. If the arbitrator finds that either the substance of your claim or the relief sought in the Arbitration Claim is frivolous or brought for an improper purpose (as measured by the standards set forth in FRCP 11(b)), then the payment of all fees will be governed by the AAA Rules. In such case, you agree to reimburse Apollo for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. Regardless of the way the arbitration is conducted, the arbitrator will issue a

reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits. YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST APOLLO ONLY IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Apollo agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. If Apollo makes any future change to this arbitration provision, you may reject any such change by sending us written notice to legal@apollographql.com within 30 days of the change, in which case your account with Apollo will be immediately terminated and this arbitration provision, as in effect immediately prior to the amendments you reject will survive. Notwithstanding anything to the contrary in this Agreement, if any part of this **Section 12.4 (Arbitration and No Class Actions)** is found to be unenforceable, then the entirety of this **Section 12.4 (Arbitration and No Class Actions)** will be null and void and, in such case, the parties agree that the exclusive jurisdiction and venue described in **Section 12.3 (Governing Law)** will govern any action arising out of or related to this Agreement.

12.5.   Notices. All required notices shall be in writing. Except as set forth below, you will send notices to Apollo at 1600 Bryant Street #411447, SMB#20356, San Francisco, CA 94141, USA, addressed to the Legal Department, with a copy to legal@apollographql.com. Either party may change its notice address by providing written notification to the other party. For non-litigation, non-arbitration, non-indemnification, and non-confidentiality matters, you may instead send notices to Apollo at support@apollographql.com or any other Apollo email address specified in an Order. Apollo may send any notices to you by emailing any designated administrator User, the billing contact listed in the applicable Order, or any Customer email address specified in an Order. Notices will be deemed delivered upon: (a) personal delivery; (b) receipt by the addressee when sent by a recognized overnight courier with receipt request; (c) the third business day after mailing; or (d) the first business day after email transmission.

12.6.   Entire Agreement. This Agreement 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. Except as set forth herein, no modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by Apollo. No terms or conditions stated in any customer purchase order, vendor onboarding process or web portal, or any other of your company's or organization's 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.

12.7.   Waiver; Severability. The waiver of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach of that or any other provision. If any part of the Agreement is held to be unenforceable or invalid, in whole or in part, by a court of competent jurisdiction, the remaining provisions of the Agreement will remain in full force and effect, and the provision affected will be construed so as to be enforceable to the maximum extent permissible by law.

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

12.9.   Subcontractors and Affiliates. Customer acknowledges that Apollo may use, and is authorized to use, subcontractors or its Affiliates in the performance of its obligations under this Agreement.

12.10. Independent Contractors; No Third-Party Beneficiaries. The parties to this Agreement are independent contractors, not agents, partners, or joint venturers. Except as otherwise set forth herein, this Agreement benefits only the parties hereto and their successors and permitted assigns, conferring no legal or equitable rights, remedies, or benefits on any third parties.

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

12.12. Export Compliance. You agree to comply fully with all relevant export laws and regulations of the United States and other applicable jurisdictions to ensure that neither Self-Service Products, nor any direct product thereof, are: (a) exported or re-exported directly or indirectly in violation of such export laws and regulations; or (b) used for any purposes prohibited by such export laws and regulations.

12.13. No Contingencies. You agree that your purchase of subscriptions is not contingent on the delivery of any future functionality or features (including future availability of any Self-Service Products beyond the current Subscription Term), or dependent on any oral or written public comments Apollo may make regarding future functionality or features.

12.14.   Changes to Self-Service Subscription Agreement. Apollo may modify this Self-Service Subscription Agreement and its policies from time to time by posting the revision to our website(s). Such revisions will take effect immediately for any new Orders. Notwithstanding the foregoing, during their Subscription Term, existing Orders remain subject to the Agreement in effect at the time that existing Order became effective. Revisions will apply to existing Orders upon renewal. If you object to any revisions, your sole and exclusive remedy is to choose not to renew.