

**APOLLO GRAPH, INC.
FREE SERVICES AGREEMENT**

Dated: February 19, 2025

PLEASE READ CAREFULLY: THIS AGREEMENT REQUIRES ARBITRATION OF DISPUTES AND CONTAINS A CLASS ACTION WAIVER.

This Free Services Agreement ("**Agreement**") is between Apollo Graph, Inc. ("**Apollo**," "**we**," "**us**," or "**our**") and you or your organization ("**you**" or "**your**"). It governs how you use our Free Services (defined below). This Agreement starts when you accept it, use the Free Services, or show you agree in any other way. If you represent an organization, you confirm you have the authority to bind that organization to this Agreement.

1. THE BASICS

We provide products and services under the **GRAPHOS®** brand through paid subscriptions and pay-as-you-go plans. This includes software development kits, APIs, and various connectors. To help you explore our products before making a commitment, we offer several no-cost options, including free-tier products, trial access to otherwise paid subscriptions, and pre-release features.

2. COMMONLY USED TERMS

"**Documentation**" means our website(s), online technical documentation, and usage guidelines describing the features, functionality, and limitations of the Free Services, as updated by us from time to time.

"**Free Services**" means any no-cost products, services, software, or trials we provide under this Agreement, including free-tier products, trial access to paid subscriptions, and pre-release features.

"**Use Limits**" means any applicable limits that apply to the Free Services, including usage, access, deployed software instances, team size, and feature limits, as detailed in the Documentation or otherwise communicated by us.

"**Your Data**" means all data or content (including schemas, queries, and other information) that you submit to or process through the Free Services.

Additional terms may be defined throughout this Agreement.

3. CHANGES TO THIS AGREEMENT

We may update or revise this Agreement from time to time, and any changes become effective immediately upon posting or upon notification to you. If you continue using the Free Services after such changes, you accept the revised Agreement. If you do not agree, you must stop using the Free Services.

4. ELIGIBILITY

The Free Services are intended only for eligible individuals and organizations. By accessing or using the Free Services, you represent and warrant that:

You are at least 18 years old.

You are not a direct competitor of Apollo (nor are you accessing the Free Services on behalf of a competitor) for the purpose of building, offering, or evaluating a competing service or product, except as permitted by law.

Neither you nor your organization is located in a country or region subject to a comprehensive U.S. embargo, nor are you listed on any U.S. Government or other applicable restricted party lists.

If at any time we reasonably believe you have violated these requirements, we reserve the right to suspend or terminate your access in our sole discretion, to the extent permissible under applicable law.

5. USE OF THE FREE SERVICES

Access. This Agreement applies to your use of the Free Services and any account registration (e.g., by clicking "Accept" or setting up an account). We will provide login instructions promptly after you create an account. Once provided, we have no further delivery obligations.

Using the Free Services. Subject to our rights under this Agreement, we will give you (a) the right to access and use our cloud-based Free Services, and (b) a limited, non-exclusive, non-transferable license, without sublicensing rights, to install and use any Free Services made available as software on systems you own or control. However, you can only use these Free Services for your own internal business purposes, and you must follow the terms of this Agreement and our Documentation.

This Agreement grants only those rights and licenses explicitly stated herein and does not imply any additional ones. This Agreement only gives you the rights and licenses that it specifically says it gives. It doesn't give you any others that aren't written here.

Usage Limitations. You must stay within the Use Limits, which we may count across all your accounts. We may pause or restrict your account if you exceed these limits until we may resolve the issue or establish other written arrangements. Free Services may have technical limits including API call caps. We may add additional limits at any time if we determine your usage may affect our system, with or without prior notice. We may discontinue support for older product versions, or immediately for security or other important reasons. When we indicate it is needed, you must update to newer versions. We are not required to make new versions compatible with your existing code.

Upgrades. For higher usage needs or if you are simply ready to upgrade to a premium plan, please ask us to connect you to our sales team or reach out at salesinquiries@apollographql.com. While we may from time to time provide information about paid plans, you are under no obligation to purchase any subscription or pay-as-you-go services. Any transition from Free Services to paid services is optional and subject to a separate agreement.

Apollo Router. We make the free, source-available "**Apollo Router Core**" available under the [Elastic License 2.0](#) ("ELv2"). However, if you use Apollo Router Core alongside the Free Services or if we grant you free access to additional or premium features, this Agreement (and not ELv2) governs your use. Notwithstanding any of the foregoing, any violation of ELv2 by or on your behalf is deemed a material breach of this Agreement.

Pre-Release Services. Any free alpha, beta, preview, or early-access features we designate are also governed by this Agreement. Such features may be unsupported, subject to additional limitations, or changed at any time.

Support and Availability. We provide [community-level support](#) for the Free Services. There is no guaranteed response time or uptime. We may change our support offerings at any time. We may discontinue or modify the Free Services, in whole or part, without liability to you.

Prohibited Data. Any Free Services hosted by Apollo are not designed to process, store, or be used with sensitive or regulated data (including personal health information under HIPAA, payment card information under PCI-DSS, or any data requiring enhanced security measures). By using the Free Services hosted by Apollo, you agree not to submit any such data. Apollo disclaims all liability for any such unauthorized submission of sensitive data.

High Risk Activities. The Free Services are not designed or intended for use in high-risk applications (e.g., nuclear facilities, life support systems, emergency communications, air traffic control), where the failure of the Free Services could lead to serious harm. We disclaim any liability arising from such prohibited use.

6. YOUR RESPONSIBILITIES

Data and Compliance. You are responsible for all of Your Data. You must obtain all necessary permissions to submit Your Data and comply with all applicable laws (e.g., data protection, privacy, IP, and export control). You are also solely responsible for handling third-party complaints regarding Your Data.

Account Security. You must keep your account credentials confidential, maintain accurate account information, and implement appropriate security measures. You shall promptly notify us of any unauthorized access to or use of your account.

Technical Requirements. You must install, configure, and maintain the Free Services as described in the Documentation. You are responsible for the security of systems and environments you connect to the Free Services.

Team Management. You may assign user roles and permissions within the Free Services as allowed. You are responsible for the activities of all users under your account and ensuring they comply with this Agreement.

7. DATA PRIVACY AND SECURITY

Processing Personal Data. If we process Your Data, and it includes personal data protected by EU/UK or California law, we will act as a processor or service provider, as described in our [Data Processing Addendum](#) ("DPA"), which is incorporated by reference. For California personal information, we do not "sell" or "share" data.

Keeping Data Safe. We use reasonable administrative, physical, and technical safeguards. However, data transmitted over the internet involves risk. For more information, see our [Trust Center](#).

Communication about Offerings. By using the Free Services, you agree that we may send you occasional information about our products and services. You may opt out of certain marketing communications as described in our [Privacy Policy](#).

8. COMPLIANCE

Following Laws. You must comply with all applicable laws and regulations. You may not use our Free Services if you or your location are subject to international sanctions or other trade restrictions.

Export Rules. You agree not to export or re-export any technology or information in violation of export laws. You also agree to abide by applicable anti-corruption laws.

Government Users. If you are part of the USA Government, your rights to use our Free Services are limited by FAR 12.212 (for civilian agencies) and DFARS 227.7202 (for military). Our Free Services are “commercial computer software” and your usage rights are restricted accordingly.

9. CONFIDENTIALITY

Confidentiality. You agree not to share our confidential information with any third party or use it for any purposes except using the Free Services or complying with legal orders. For clarity, you expressly agree not to use any such information to create competing products or services, or for any purpose not expressly authorized under this Agreement. Our confidential information means anything non-public that we share with you, including our source code, technical documentation, security reports, and anything we mark private, plus anything else a reasonable person would understand to be confidential based on its nature or how it was shared.

Exceptions. These obligations do not apply to information that: (a) becomes publicly available through no fault of yours; (b) you already knew about without breaking any promises; (c) you received from someone else who was legally allowed to share it; or (d) you developed independently without using or referencing any of our confidential information.

Legal Disclosure. You may share confidential information if the law requires you to, but as long as you are allowed to do so, you must tell us before sharing it.

Enforcement. We can ask courts to stop you if you are breaking (or we believe you are likely to break) these confidentiality rules (also called “seeking equitable relief”).

10. PROPRIETARY RIGHTS; RESTRICTIONS

Your Ownership. As between you and Apollo, you retain all right, title, and interest (including all intellectual property rights) in and to Your Data, including any underlying content you provide. Nothing in this Agreement transfers ownership of Your Data to Apollo

Our Ownership. As between you and Apollo, Apollo retains all right, title, and interest (including all intellectual property rights) in and to the Free Services and anything we create to improve or change them, including our technologies, schema composition tools, routing systems, and performance monitoring features. We keep all rights we do not specifically give to you. You may not use our brand names, logos, or service marks without our written permission. You specifically acknowledge our exclusive rights in our graph composition and routing technologies, including any database rights under EU laws.

Derived Materials. You grant us a limited, non-exclusive license to use and process Your Data as necessary to provide and improve the Free Services and to create anonymized and/or aggregated data, metrics, or other insights (“**Derived Materials**”). This use right continues after this Agreement ends. Derived Materials do not include underlying content of Your Data or any “raw” information that can readily identify you or your organization. Apollo owns all rights, title, and interest in and to the Derived Materials and anything we create from them, including any resulting data, statistics, improvements, trends, insights, models, patterns, optimizations, and new products or services. For clarity, this includes analyzing schema structures and query patterns to improve our products and services, as well as to develop new technologies.

Feedback. By providing suggestions or feedback about our Free Services (“**Feedback**”), you grant us permanent, worldwide rights to use, modify, and commercialize your Feedback without compensation. If you disagree, please do not provide Feedback.

Restrictions. Unless we give you written permission or where expressly permitted in the Documentation, you cannot and cannot let others under your control:

- use our Free Services commercially, to benefit others or compete with us in any way, including using our Free Services in products or services you sell to others (i.e., Free Services are for your internal business purposes);
- take our Free Services apart to see how they work (i.e., reverse-engineering), unless the law says you can and you tell us first;
- try to get around our technical limits or security measures;
- overload our systems or send harmful traffic;
- interfere with service operations or other users’ data;
- conduct security testing without approval;
- send excessive queries, malformed operations, or abusive traffic that could harm our Free Services, or any actions intended to, or that could, overload or disrupt our infrastructure;
- attempt to discover our proprietary processes, such as schema composition or routing logic; and/or
- run a service bureau or sell/redistribute access.

Additional Restriction (Apollo Router Core). You shall not modify, alter, disable, or otherwise tamper with any component or feature of Apollo Router Core that monitors, enforces, or reports Use Limits. Any attempt to circumvent these limits is a material breach of this Agreement, and we reserve the right to audit your systems to ensure compliance.

11. WARRANTIES AND DISCLAIMER; LIABILITY; INDEMNIFICATION

What We Promise. We will use commercially reasonable efforts to provide the Services in a manner substantially consistent with our Documentation. If we materially fail to do so, your sole remedy is to stop using the Services.

What We Do Not Promise. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS, WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY. THIS INCLUDES, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

Limits on What We Owe. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL APOLLO OR ITS AFFILIATES, LICENSORS, SERVICE PROVIDERS, OR AGENTS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OR DAMAGE TO DATA, OR BUSINESS INTERRUPTION), REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, OR OTHERWISE) AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF A COURT DETERMINES THAT LIABILITY CANNOT BE EXCLUDED IN ITS ENTIRETY, THEN APOLLO'S AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED US\$250, REGARDLESS OF THE NATURE OF THE CLAIM OR THE FAILURE OF ANY REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE; AND, NOTWITHSTANDING THE FOREGOING, SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN WARRANTIES OR LIABILITIES, SO NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS ANY LIABILITY THAT CANNOT BE LEGALLY EXCLUDED OR LIMITED.

Additional Waiver. You specifically waive California Civil Code Section 1542, which says: "*A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.*"

Indemnifying Us. You agree to defend and indemnify Apollo (including our officers, directors, employees, and agents) from and against any third-party claims, costs, or damages (including attorneys' fees) arising out of: (a) your misuse of or access to the Services (including violating the Use Limits or sending malicious traffic); (b) your breach of applicable laws, including export laws and data protection regulations; (c) claims that Your Data infringes or violates any rights or laws; (d) any custom code, modifications, or integrations you create; or (e) your violation of this Agreement. We will notify you promptly of any claim, allow you to control the defense, and cooperate reasonably. You may not settle any claim that requires us to admit fault, take or refrain from taking any action, or pay any amounts without our written consent.

12. TERM AND TERMINATION

How Long This Lasts. Free Services continue until either party ends them. For any trial Free Services, your access period will be as specified in our interface or as otherwise communicated to you when you sign up.

How You Can End This. You can end this Agreement anytime through our interface or by emailing support@apollographql.com.

How We Can End This. We may suspend or terminate this Agreement or your access to the Free Services at any time, with or without notice. We are not liable for any damages or losses that result from this termination.

What Happens After. When this Agreement ends for any reason, you must: (a) stop using all Free Services right away; (b) delete all user accounts; (c) if we ask in writing, confirm that you have stopped using the Free Services and deleted or returned all private information.

What Continues. Any parts of this Agreement that should naturally continue working after termination will keep working, including rules about confidentiality, intellectual property, warranties, liability, and how we resolve disputes.

13. DISPUTE RESOLUTION AND GOVERNING LAW

Delaware state law governs this Agreement, without considering which state's laws should apply. We exclude the United Nations Convention on Contracts for the International Sale of Goods. You irrevocably consent to personal jurisdiction and venue in Delaware courts, which have exclusive jurisdiction over any disputes. You must file any claim within one year after the issue arises, or you permanently waive the right to bring it.

Any dispute about this Agreement or Free Services must be resolved exclusively in the United States. You agree to resolve disputes in Delaware courts or through binding arbitration, at our sole discretion. ***You expressly waive any right to participate in class, collective, or representative actions against us. All claims must be brought individually.***

The American Arbitration Association will administer arbitration under their Commercial Rules in Delaware. For claims of \$10,000 or less, you may choose: (a) document-only proceedings, (b) telephone hearing, or (c) in-person hearing in Delaware. Proceedings will be conducted in English. The arbitrator must provide a written decision. If your claim is found to be brought for an improper purpose (under Federal Rule of Civil Procedure 11(b) standards), you must reimburse our arbitration costs as permitted by AAA Rules.

Notwithstanding the above, either party may: (i) pursue individual claims in Delaware small claims court, (ii) seek agency enforcement, or (iii) request injunctive relief in Delaware courts, or (iv) bring intellectual property claims in Delaware courts. These dispute resolution terms survive termination of this Agreement. Additionally, Apollo may bring intellectual property or unfair competition claims in any court of competent jurisdiction where immediate injunctive relief is sought.

14. GENERAL PROVISIONS

Passing Rights to Others (Assignment). You cannot assign or transfer (e.g., pass your rights under) this Agreement to anyone else without our written permission first. If you try, it will be void and not count.

Complete Picture (Entire Agreement). This Agreement, including all documents it refers to, is the entire deal between us about the Free Services. It replaces any other agreements we might have made before, whether written or spoken. If you send us a purchase order or other document, it does not change this Agreement unless it is signed by someone at Apollo authorized to sign such documents.

Working Together. We are independent contractors, not partners. Neither of us can make promises for the other. No other person gets rights under this Agreement.

How We Talk to Each Other. Notices must be in writing. Mailed notices count when received, and email notices count the next business day.

For us: Send regular notices to support@apollographql.com. Send legal notices to Apollo Graph, Inc., Attn: Legal, 1600 Bryant Street #411447, SMB#20356, San Francisco, CA 94141, and copy legal@apollographql.com.

For you: We will send notices to your account email(s). You agree that emails from us count as written notices.

Publicity. We may identify you as a user of Apollo's services in our marketing materials and customer lists, provided we respect any written brand guidelines you have provided.

If Parts Can't Be Enforced (Severability). If any part of this Agreement cannot be enforced, the rest stays in effect. Not enforcing a right once does not mean we give up that right forever.

When Things Are Out of Control (Force Majeure). Neither party will be liable for delays or failures caused by events beyond their reasonable control.

Waiver. Failure to enforce any provision once does not waive our right to do so later.

Reading This Agreement. Section titles are just for convenience. '*Including*' means '*including but not limited to.*' No one gets preferential or special treatment in how we interpret this Agreement.

Questions about these terms? Contact us at support@apollographql.com or legal@apollographql.com.

Questions about our paid subscriptions? Contact us at salesinquiries@apollographql.com.