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(ii) to permit up to ten (10) Authorized Users to install, execute, and use the Client Software, in object code only, to install, execute and use the Server Software on up to three (3) Machines (or Machine licensing units), each with a maximum of 24 Cores / 256 GB of RAM, solely for the purposes of accessing and using the Neo4j Enterprise Edition databases for Licensee's internal business operations in accordance with this Agreement, and any and all Usage Parameters. "Usage Parameters" means the maximum number of Authorized Users specified above and any other parameters specified in the applicable documentation, or in writing by Neo4j regarding the scope of use of the Bloom Software by Licensee, and any and all technical limitations implemented by Neo4j in the Bloom Software.

(b)   Mandatory Terms. To the extent Licensee provides an Application-based product or service to any End User, Licensee shall ensure that the terms of Licensee's end user or other agreement with each End User are at least as protective of Neo4j as the terms of this Agreement, including, without limitation, Sections 2(d) (Restrictions), 2(e) (Proprietary Rights), 2(f) Third Party Software, 5(b) (Feedback), 6(c) (Disclaimer of Warranties), 7 (Indemnification), and 8 (Limitation of Liability) (collectively, the "Mandatory Terms"). If Licensee makes any claim, representation or warranty regarding the Software that is different from or in addition to those set forth in this Agreement, Licensee shall be solely and exclusively responsible for such claim, representation or warranty and Neo4j shall have no liability for any such claim, representation or warranty. As between Neo4j and Licensee, Licensee is responsible for all acts and omissions of its End Users in connection with their use of any Application-based product or service and Licensee will reasonably cooperate with Neo4j in connection with any prohibited activities of any End User in connection with the Software and Licensee will promptly notify Neo4j if Licensee becomes aware of any such prohibited activities.

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(g)   Inspection Right. During the term of this Agreement and for one (1) year thereafter, Neo4j or its designated agent may inspect Licensee's facilities and records to verify Licensee's compliance with the terms of this Agreement. Any such inspection will take place only during Licensee's normal business hours and upon not less than ten (10) business days' prior written notice from Neo4j. Licensee shall reasonably cooperate with such audit and shall make such personnel and records available as Neo4j may reasonably request. Neo4j will give Licensee written notice of any non-compliance, including any use of the Software or services beyond that authorized under this Agreement and without limiting Neo4j's remedies arising from such unauthorized use, Licensee shall promptly: (i) cease such unauthorized use; (ii) pay Neo4j any additional fees due to the extent Licensee's use of the Software has exceeded the number of Machines, Cores and/or Instances purchased by Licensee; and (iii) reimburse Neo4j's reasonable, documented costs incurred in conducting such inspection.

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4.   Term & Termination.

(a)   Term. Subject to termination as set forth in this Section 4, the term of this Agreement will commence on the Effective Date and will continue for a period of twelve (12) months; provided, that the parties may extend the term for additional periods of twelve (12) months upon mutual written agreement, which shall include (but not limited to), Licensee's acceptance of Neo4j's electronic confirmation to extend the term hereof.

(b)   Termination. Either party may terminate this Agreement immediately without further notice if the other party breaches its obligations under this Agreement and does not remedy such breach within thirty (30) calendar days of the date on which the breaching party receives written notice of such breach from the non-

breaching party. For the avoidance of doubt, Neo4j may also terminate this Agreement immediately as set forth in Section 3.

(c)   Effects of Termination. Upon the termination of this Agreement for any reason: (i) the licenses granted under this Agreement shall immediately terminate and unless Licensee and Neo4j have entered into a subsequent written license agreement Licensee must cooperate with Neo4j to promptly arrange for the return of the Software and all copies thereof to Neo4j and Licensee shall cease to use the Applications and shall cease making any Application-based products or services available to End Users; (ii) Licensee shall pay to Neo4j the full amount of any outstanding fees due hereunder; and (iii) within ten (10) calendar days of such termination, each party shall destroy or return all confidential and/or proprietary information of the other party in its possession, and will not make or retain any copies of such information in any form, except that the receiving party may retain one (1) archival copy of such information solely for purposes of ensuring compliance with this Agreement. Notwithstanding the foregoing, the following terms shall survive the termination of this Agreement, together with any other terms which by their nature are intended to survive such termination: Sections 2(b) (Mandatory Terms), 2(c) (Delivery and Acceptance) (last sentence only), 2(d) (Restrictions), 2(e) (Proprietary Rights), 2(f) (Third Party Software), 2(g) (Inspection Right), 4(c) (Effects of Termination), 5(a) (Confidentiality), 5(b) (Feedback), 6(d) (Disclaimer of Warranties), 7 (Indemnification), 8 (Limitation of Liability), 10 (Governing Law & Jurisdiction), 11 (Notices), and 12 (General Provisions).

5.   Confidentiality, Feedback & Publicity.

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

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

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(b) Licensee Representations and Warranties. Licensee covenants, represents and warrants that: (i) Licensee does not have more than fifty (50) employees, independent contractors and/or other persons engaged to perform services for Licensee; and (ii) Licensee's annual sales gross revenues are less than three million dollars ($3,000,000.00) based on GAAP or equivalent.

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(f)   Allocation of Risk. The sections of this Agreement that address indemnification, limitation of liability and the disclaimer of warranties allocate the risk between the parties. This allocation of risk is an essential element of the basis of the bargain between the parties.

9.   Export. Licensee acknowledges that the laws and regulations of the United States of America and foreign jurisdictions may restrict the export and re-export of certain commodities and technical data of United States of America origin, including the Software. Licensee agrees that it will not export or re-export the Software without the appropriate United States or foreign government licenses or permits.

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12. <u>General Provisions</u>. Licensee shall not assign this Agreement or transfer any of its rights hereunder, or delegate the performance of any of its duties or obligations arising under this Agreement, whether by merger, acquisition, sale of assets, operation of law, or otherwise, without the prior written consent of Neo4j. Any purported assignment in violation of the preceding sentence is null and void. Subject to the foregoing, this Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the parties thereto. Except as otherwise specified in this Agreement, this Agreement may be amended or supplemented only by a writing that refers explicitly to this Agreement and that is signed on behalf of both parties. No waiver will be implied from conduct or failure to enforce rights. No waiver will be effective unless in a writing signed on behalf of the party against whom the waiver is asserted. If any term of this Agreement is found invalid or unenforceable that term will be enforced to the maximum extent permitted by law and the remainder of this Agreement will remain in full force. The parties are independent contractors and nothing contained herein shall be construed as creating an agency, partnership, or other form of joint enterprise between the parties. This Agreement represents the entire agreement between the parties relating to its subject matter and supersedes all prior and/or contemporaneous representations, discussions, negotiations and agreements, whether written or oral, except to the extent Neo4j makes any software or other products and services available to Licensee under separate written terms. This Agreement shall not be interpreted or construed to confer any rights or remedies on any third parties, except that each Neo4j Party shall be a third party beneficiary hereunder and accordingly, shall be entitled to directly enforce and rely upon any provision of this Agreement that confers a right or remedy in favor of it. Except for Licensee's payment obligations hereunder, neither party shall be liable to the other party or any third party for failure or delay in performing its obligations under this Agreement when such failure or delay is due to any cause beyond the control of the party concerned, including, without limitation, acts of God, governmental orders or restrictions, fire, or flood, provided that upon cessation of such events such party shall thereupon promptly perform or complete the performance of its obligations hereunder.

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