# Apollo Self-Service Subscription Agreement
## (Non-Enterprise)

Last Updated: October 5, 2022

PLEASE CAREFULLY READ THE BELOW AS IT REFLECTS A BINDING LEGAL AGREEMENT.

This Apollo Self-Service Subscription Agreement ("**Subscription Agreement**") is between Apollo Graph, Inc. ("**Apollo**", "**we**," or "**us**") and the individual or entity accepting this Subscription Agreement ("**you**" or "**your**") and governs your use of our Self-Service Products (as defined herein), including any limited free trial or no-charge access.

This Subscription Agreement does not have to be signed to be binding and is effective as of the earlier date that you first click "I agree" or "Create account" (or similar button or checkbox) or otherwise use or access the Self-Service Products (the "**Effective Date**"). By accepting this Subscription Agreement, you represent and warrant, as applicable, that you: (i) have full legal authority to bind the applicable entity to this Subscription Agreement; and (ii) you understand and agree to this Subscription Agreement on behalf of the entity (or yourself). If you are not using the Self-Service Products for, or on behalf of, an entity (i.e., solely for personal or non-commercial reasons), then "you" refers to the individual accepting this Subscription Agreement. FOR CLARITY, IF YOU USE AN EMAIL ADDRESS ISSUED BY YOUR EMPLOYER OR ANOTHER ORGANIZATION OR LEGAL ENTITY TO ACCESS AND USE THE SELF-SERVICE PRODUCTS (OR IF YOU USE YOUR PERSONAL EMAIL ADDRESS ON BEHALF OF SUCH ENTITY), (A) YOU WILL BE DEEMED TO REPRESENT SUCH ENTITY, AND (B) YOUR CLICK TO ACCEPT WILL BIND SUCH ENTITY TO THIS SUBSCRIPTION AGREEMENT. IF YOU DO NOT HAVE AUTHORITY TO BIND SUCH ENTITY, OR IF YOU DO NOT AGREE WITH THIS SUBSCRIPTION AGREEMENT, YOU MUST NOT ACCEPT THIS SUBSCRIPTION AGREEMENT AND MUST NOT USE THE SELF-SERVICE PRODUCT.

## 1. DEFINITIONS

"**Affiliates**" means an entity that controls, is controlled by, or is under common control with a party. For purposes of this Agreement, "control" means owning or otherwise controlling more than 50% of the voting interests of an entity.

"**Agreement**" means this Subscription Agreement (including any referenced or incorporated terms) and, if applicable, an Order.

"**Apollo SDK/API**" means, as applicable, any software development kit and application programming interfaces provided by Apollo as a mechanism for access to and utilization of the Self-Service Product.

"**Apollo Technology**" means the Self-Service Product(s), Apollo Source Available Software (as defined below), Documentation, Service Data, any and all related and underlying technology and documentation, and any derivative works, modifications, or improvements of any of the foregoing, including any Feedback (as defined herein) that may be incorporated.

"**Customer Data**" means all data and information submitted by you, or on your behalf, into the Self-Service Products.

"**Documentation**" means Apollo's then-current technical documentation, specifications, and user manuals for the Self-Service Products, as made available by Apollo.

"**Order**" means Apollo's applicable online order page(s), in-application interface acceptance, or other Apollo-approved ordering document or process describing the Self-Service Product(s) to which you are subscribing.

"**Self-Service Product(s)**" means Apollo's (non-enterprise) cloud-based solution(s) identified in the applicable Order or in the applicable Self-Service Product interface. For clarity, any Apollo product or service that is an enterprise-offering or is not hosted by Apollo shall not be considered a Self-Service Product.

"**Sensitive Data**" means personally-identifiable information that consists of: (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) any employee or human resources records, or (v) any consumer or household data of any kind.

"**Subscription Term**" means your permitted subscription period for a Self-Service Product, as set forth in the applicable Order.

"**Use Limits**" means, as applicable, any numerical limits or restrictions on the units of measure referenced in an Order or as set forth in the Self-Service Product interface. For clarity, if you create or use multiple accounts (whether directly or indirectly via affiliated companies and subsidiaries), Apollo reserves the right to aggregate all usage for purposes of determining Use Limit overages.

"**User**" means an individual employee or agent of your organization who has been assigned unique credentials to access and use the Self-Service Products, whether or not that individual is accessing or using the Self-Service Products at any particular time.

## 2. OVERVIEW

2.1. <u>Self-Service Products Only</u>. This Agreement governs your use of our Self-Service Products. For clarity, this Subscription Agreement expressly does ***not*** apply to our enterprise offerings, which are instead governed by our master services agreement, or another separate, written agreement signed by an authorized representative of Apollo.

2.2. <u>License to Downloadable Software; Source Available Software</u>. Any downloadable software made available by Apollo, including any software elements of the Apollo SDK/API, is subject to the license terms accompanying such software. You acknowledge 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 you elect to use the Apollo Source Available Software separately from this Agreement, such Apollo 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 you may have, independent of this Agreement, under such Elastic license. However, to the extent that you or Apollo use and deliver the Apollo Source Available Software as part of the Self-Service Products or otherwise in connection with the Self-Service Product, such Source Available Software will be subject to the terms of this Agreement and not the Elastic License. The foregoing notwithstanding, you acknowledge that any violation of the conditions of the Elastic License for Apollo Source Available Software will be considered a material breach of this Agreement.

2.3. <u>Self-Service Support</u>. The 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, nor will Apollo have any obligations typically offered as part of its enterprise offerings. Any support will be as set forth in the Documentation or Self-Service Product interface.

## 3. ACCESS AND USE; RESTRICTIONS; THIRD-PARTY APPLICATIONS

3.1. <u>Access and Use</u>. Subject to the terms and conditions of this Subscription Agreement (including all payment obligations), Apollo grants you a limited, revocable, non-exclusive, non-transferable, and non-sublicensable right to access and use the Self-Service Products during the Subscription Term solely for internal business operations and strictly in accordance with the Documentation.

3.2. <u>Access Credentials</u>. You will access the Self-Service Products using the login or access credentials and key(s) assigned by Apollo (or for Users, such access credentials as assigned by you, if authorized by Apollo). Apollo may monitor the use of the Self-Service Products to ensure quality, improve the Self-Service Products and all Apollo offerings, and verify compliance with this Subscription

Agreement. The use of the Self-Service Products is further subject to any applicable Use Limits set forth in an Order or as reflected on the Self-Service Products interface.

3.3. Restrictions. You may not (and shall ensure your Users do not): (a) copy, reproduce, modify, decompile, disassemble, or reverse engineer the Self-Service Products or any associated or underlying Apollo Technology (except where applicable law prohibits such restrictions, in which case you must first notify Apollo); (b) sell, rent, lease, license, distribute, provide direct access to, sublicense, or otherwise make available the Self-Service Products to any third parties (except as set forth in the Documentation); (c) use the Self-Service Products to store any Sensitive Data without Apollo's written consent; (d) remove any copyright or proprietary notices contained in the Self-Service Products; (e) breach, disable or tamper with, or develop, use or attempt any workaround for, any security measure or monitoring system provided or used by Apollo in connection with the Self-Service Products; (f) introduce into the Self-Service Products any software, virus, worm, "back door," Trojan Horse, or similar harmful code; (g) access or use (or permit a third party to access or use) the Self-Service Products for any unlawful purpose or for purposes of building a competitive product or service; (h) interfere or attempt to interfere in any manner with the proper workings of the Self-Service Products, or engage in any activities that adversely affect the functionality or performance of the Self-Service Products; (i) create multiple accounts for the purposes of avoiding Use Limits overages; (j) use the Self-Service Products to facilitate or promote illegal activity or distribute illegal content; or (k) use the Self-Service Products to infringe upon or violate any right of any third party, including, without limitation, any intellectual property, privacy, or publicity rights.

3.4. Third-Party Applications. You may access or use, at your sole discretion, certain third-party products and services that interoperate with the Self-Service Products ("Third-Party Applications"). Apollo does not make any representations, warranties, or guarantees regarding the Third-Party Applications and the providers thereof, including, but not limited to, as to their continued availability, security, and integrity. Each Third-Party Application is governed by the terms of service, end user license agreement, privacy policies, and/or any other applicable terms and policies of the applicable provider. Your access or use of a Third-Party Applications is solely between you and the applicable provider. Apollo will not be directly or indirectly responsible or liable to you in any manner, for any harms, damages, loss, lost profits, special or consequential damages, or claims, arising out of or in connection with the installation of, use of, or reliance on the performance of any of the Third-Party Applications.

## 4. YOUR OBLIGATIONS; CUSTOMER DATA; SECURITY

4.1. Your Obligations. You are fully responsible for ensuring that your and your Users' use of the Self-Service Products and all Customer Data is at all times compliant with this Agreement, your 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.

4.2. Customer Data. You acknowledge and agree that you are solely responsible for the accuracy, content, and legality of all Customer Data, and for making and keeping current copies of all Customer Data.

4.3. Security. Apollo implements security procedures to help protect Customer Data from security threats. However, you understand that your use of the 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 any of Customer Data that is lost, altered, intercepted, or stored across such networks. We cannot guarantee that our security procedures 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.

## 5. FEES AND BILLING

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 the 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. Except for pay-as-you-go subscriptions, fees are payable in advance and are based on the Self-Service Product subscription type.

5.2. Non-Refundable Fees. ALL FEES ARE NONREFUNDABLE AND NO REFUNDS WILL BE PROVIDED FOR THE UNUSED PORTION OF SUCH SUBSCRIPTION TERM. Following any cancellation and subject to the terms of this Agreement, you will continue to have access to the Self-Service Products through the end of your current Subscription Term. We may, in our sole discretion, provide a refund, discount, or credit ("Credits") to you in a specific instance, however the provision of Credits in a specific instance does not entitle you to Credits in the future for similar instances or obligate us to provide additional Credits.

5.3. Taxes. Except as otherwise stated by Apollo in writing, our fees do not include any taxes, levies, duties or similar governmental assessments, including value-added, sales, use or withholding taxes assessable by any local, state, provincial, or foreign jurisdiction (collectively "Taxes"). You are responsible for paying Taxes, except those assessable against Apollo as measured by our net income. 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.

5.4. Price Changes. We reserve the right to change the fees that we charge for the 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).

## 6. OWNERSHIP RIGHTS

6.1. Apollo Technology. Apollo retains all right, title, and interest (including all patent, copyright, trademark, trade secret and other intellectual property rights) in and to Apollo Technology.

6.2. Customer Data; Feedback. You own your Customer Data. We may freely use and incorporate into our offerings any suggestions or other feedback provided by you relating to the features and functions of the Self-Service Products ("Feedback"). Feedback shall never: (a) identify you 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 your sole option on an "AS IS" basis without warranty, indemnity, or liability of any kind.

## 7. CONFIDENTIALITY

7.1. Confidential Information. For purposes of this Agreement, "Confidential Information" means all non-public 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: (i) was rightfully known to you prior to disclosure by Apollo without breach of any obligation owed to Apollo; (ii) is or becomes public knowledge without breach of any obligation owed to Apollo; (iii) is lawfully received from a third-party without breach of any obligation owed to Apollo; or (iv) is independently developed by you without use of or reference to our Confidential Information

7.2. Confidentiality Obligations. You will use the same degree of care that it uses to protect the confidentiality of your own confidential information of like kind (but not less than reasonable care) to: (a) not use any of the Confidential Information for any purpose outside the scope of this Agreement, and (b) except as otherwise authorized by Apollo in writing, limit access to Confidential Information to those of its employees and contractors and advisors who need that access for purposes consistent with this Agreement and who are bound by confidentiality obligations to you containing protections not materially less protective of the Confidential Information than those herein. If you are required by law or court order to disclose Confidential Information, then you shall, to the extent legally permitted, provide Apollo with advance written notification and cooperate in any effort to obtain confidential treatment of the Confidential Information. You acknowledge 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 you, Apollo will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.

## 8. DISCLAIMER OF WARRANTIES.

8.1.     Disclaimer of Warranties. THE SELF-SERVICE PRODUCTS ARE MADE AVAILABLE TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH THE EXPRESS UNDERSTANDING THAT THE APOLLO PARTIES HAVE NO OBLIGATION TO MONITOR OR CONTROL OR ASSESS CUSTOMER DATA. AS SUCH, YOUR USE OF THE SELF-SERVICE PRODUCTS IS AT YOUR OWN DISCRETION AND RISK. THE APOLLO PARTIES MAKE NO CLAIMS OR PROMISES ABOUT THE QUALITY, ACCURACY, OR RELIABILITY OF THE SELF-SERVICE PRODUCTS. ACCORDINGLY, THE APOLLO PARTIES ARE 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 THE SERVICE'S INOPERABILITY, UNAVAILABILITY, OR SECURITY VULNERABILITIES. THE APOLLO PARTIES EXPRESSLY DISCLAIM 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.

## 9. INDEMNIFICATION

9.1.     Indemnification by You. You agree to defend, indemnify, and hold harmless Apollo and its Affiliates, and their respective officers, directors, employees, consultants, and agents (collectively, "Apollo Parties") 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 your access to, use of, or alleged use of the Self-Service Product(s); (ii) your violation of this Agreement or any representation, warranty, or agreements referenced herein, or any applicable law or regulation; (iii) your violation of any third-party right, including without limitation any intellectual property right, publicity, confidentiality, property or privacy right; or (iv) 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.     IN NO EVENT WILL THE APOLLO PARTIES BE LIABLE TO YOU OR ANY THIRD-PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO YOUR ACCESS TO OR USE OF, OR YOUR INABILITY TO ACCESS OR USE, THE SELF-SERVICE PRODUCTS OR ANY APOLLO TECHNOLOGY, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE OR ANY OTHER LEGAL THEORY, WHETHER OR NOT THE APOLLO PARTIES (OR ANY RELEVANT PARTY) HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE.
10.2.     YOU AGREE THAT THE AGGREGATE LIABILITY OF THE APOLLO PARTIES TO YOU FOR ANY AND ALL CLAIMS ARISING OUT OF RELATING TO THE USE OF OR ANY INABILITY TO USE THE SELF-SERVICE PRODUCTS (INCLUDING ANY APOLLO TECHNOLOGY USED IN COMBINATION WITH THE SELF-SERVICE PRODUCTS) OR OTHERWISE UNDER THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO THE AMOUNTS YOU HAVE PAID TO APOLLO TO ACCESS AND USE THE SELF-SERVICE PRODUCTS IN THE 12 MONTHS PRIOR TO THE CLAIM.
10.3.     SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. ACCORDINGLY, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

## 11. TERM, TERMINATION, AND SUSPENSION

11.1.     Term of Agreement. The Agreement will become effective on the Effective Date and will continue in full force and effect until terminated by either party as set forth herein. This Agreement will automatically expire when all affiliated Orders issued hereunder are terminated or expired.
11.2.     Termination by You. You may terminate this Agreement (and any affiliated Orders) at any time upon written notice to Apollo at support@apollographql.com or using the relevant Self-Service Products interface (when such function is available). 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).
11.3.     Termination by Apollo. Apollo may terminate this Agreement (and any affiliated Orders) at any time immediately upon written notice to you. Except for your breach of the Agreement, if Apollo terminates the Agreement pursuant to the prior sentence, Apollo will refund that portion of any prepayments made to Apollo related to the Self-Service Products not yet provided. For clarity, exceeding the Use Limits shall be considered a breach of the Agreement. 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.
11.4.     Suspension. You agree and acknowledge that Apollo shall have the right to monitor your use of the Self-Service Products from time to time. If your use of the Self-Service Products is deemed by Apollo, in its sole discretion, to not meet the letter or spirit of the standards set forth in the Agreement, Apollo may request that you make changes to bring its practices into compliance. If you fail to make the necessary changes immediately upon request, and without limiting any of the other remedies available to Apollo at law or in equity, Apollo is authorized to suspend your access to the Self-Service Products. Apollo reserves the right to immediately suspend, in whole or in part and with or without notice, your access to the Self-Service Products and Apollo's provision of the Self-Service Products (a) in order to prevent harm to you, other Apollo customers, Apollo, or a third-party, (b) Use Limit overages that Apollo deems substantial; or (c) as required by law or at the request of governmental entities. For clarity, Apollo shall have no liability for any damages, liabilities or losses as a result of any suspension pursuant to this Section 11.4.
11.5.     Effects of Termination; Survival. Upon expiration or termination of the Agreement for any reason, you will immediately cease use of the Self-Service Products, shall delete all User accounts, and shall certify as to your return or destruction of all Confidential Information. The following provisions will survive expiration or termination of the Agreement: Sections 3.3 (Restrictions), 5 (Fees and Billing) (to the extent of any payments due), 6 (Ownership Rights), 7 (Confidentiality), 8 (Disclaimer), 9 (Indemnification), 10 (Limitation of Liability), 11.5 (Effects of Termination; Survival), and 12 (General Provisions).

## 12. GENERAL PROVISIONS

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, 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.     Government End Users. The Self-Service Products and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.
12.3.     Force Majeure. Neither party shall be liable for any delay or failure in performance (other than nonpayment of amounts owing) due to causes beyond its reasonable control.

12.4.    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 the 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 the such export laws and regulations.

12.5.    Severability. 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.

12.6.    Waiver. 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.

12.7.    Notices. All notices permitted or required under the Agreement shall be in writing, will reference the Agreement, and shall be delivered in person, by overnight courier or express delivery service, or by first class, registered or certified mail, postage prepaid, or by confirmed email delivery, to the email address or physical address of the party specified on the Order or such other address as either party may specify in writing. Such notice shall be deemed to have been given upon receipt. Email delivery by you to Apollo may be accomplished by sending such notices legal@apollographql.com. Email delivery by Apollo to you may be accomplished by sending such notices to the email address used to create an account with Apollo or any User with administrator privileges.

12.8.    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 12.9 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.

12.9.    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 12.9, both parties agree that nothing herein will be deemed to waive, preclude, or otherwise limit either of your right or Apollo's right to (i) pursue enforcement actions through applicable federal, state, or local agencies where such actions are available, (ii) seek injunctive relief in a court of law, or (iii) 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 notices to legal@apollographql.com). The notice must (i) describe the nature and basis of the claim or dispute; and (ii) 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 manner in which 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 this any part of this Section 12.9 is found to be unenforceable, then the entirety of this Section 12.9 will be null and void and, in such case, the parties agree that the exclusive jurisdiction and venue described in Section 12.8 will govern any action arising out of or related to this Agreement.

12.10.    Revisions to Subscription Agreement. Apollo may modify this Subscription Agreement and its policies from time to time. We may inform you of any such changes by posting the revised version(s) to our website at the same URL as the original version(s) (or directing you to a new URL) or providing notice to you by email or through the Self-Service Products. Any such changes will take effect immediately or in accordance with the notice, as applicable.

12.11.    Entire Agreement. This Agreement, including all Orders, 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.