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**Technology Products 2 Agreement RM3733
Framework Schedule 4 - Annex 1**

Order Form

In this Order Form, capitalised expressions shall have the meanings set out in Call Off Schedule 1 (Definitions), Framework Schedule 1 or the relevant Call Off Schedule in which that capitalised expression appears.

The Supplier shall supply the Goods and/or Services specified in this Order Form to the Customer on and subject to the terms of the Call Off Contract for the duration of the Call Off Period.

This Order Form should be used by Customers post running a Further Competition Procedure under the Technology Products 2 Framework Agreement ref. RM3733.

The Call Off Terms, referred to throughout this document, are available from the Crown Commercial Service website at <http://ccs-agreements.cabinetoffice.gov.uk/contracts/rm3733>



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Section A General information

This Order Form is issued in accordance with the provisions of the Technology Products 2 Framework Agreement RM3733.

Customer details

Customer organisation name

The Commissioners for Her Majesty's Revenue and Customs

Billing address

[Redacted]

Customer representative name

[Redacted]

Customer representative contact details

[Redacted]

Supplier details

Supplier name

Trustmarque Solutions Ltd

Supplier address

[Redacted]

Supplier representative name

[Redacted]

Supplier representative contact details

[Redacted]

Section B



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Overview of the requirement

Framework Lot under which this Order is being placed

Tick one box below as applicable

- | | |
|---|-------------------------------------|
| 1. HARDWARE | <input type="checkbox"/> |
| 2. SOFTWARE | <input type="checkbox"/> |
| 3. COMBINED SOFTWARE AND HARDWARE REQUIREMENTS | <input checked="" type="checkbox"/> |
| 4. INFORMATION ASSURED PRODUCTS | <input type="checkbox"/> |
| 5. VOLUME HARDWARE REQUIREMENTS (DIRECT FROM OEM) | <input type="checkbox"/> |
| | <input type="checkbox"/> |

Customer project reference

SR233381727

Call Off Commencement Date 31/03/2020

Call Off Contract Period (Term)

12 months + 1 + 1

Call Off Initial Period

12 months

Call Off Extension Period (Optional)

12 + 1 + 1

Specific Standards or compliance requirements

Appendix 1 - HMRC Supplier Security Questionnaire



APPENDIX 1 - HMRC
Security Questionnaire

Section C



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Customer Core Goods and/or Services Requirements

Please provide details of all Goods and/or Services required (including any items which are considered business critical) including the locations where the supplier will be required to deliver the service/s Ordered.

Goods and/or Services

Appendix 3 – Trustmarque One-off Reseller and Acknowledgment Form

Overall Supplier Solution:

HMRC Graph DB

Warranty Period, if applicable N/A

Location/Site(s) for Delivery

HMRC (All Locations)

Dates for Delivery of the Goods and/or the Services

31/03/2020

Software

Neo4j Enterprise

Supplier Software

Appendix 4 – HMRC Neo4j
Subscription Agreement

Third Party Software

Maintenance Agreement

Additional Clauses (see Annex 3 of Framework Schedule 4)

Alternative Clauses

Additional Clauses

Tick one box below as applicable

Optional Clauses

Tick any applicable boxes below

Scots Law
Or

A: Termed Delivery – Goods

C: Due Diligence



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Northern Ireland Law	<input type="checkbox"/>	B: Complex Delivery – Solutions <input type="checkbox"/> (includes Termed Delivery – Goods)	D: Call Off Guarantee <input type="checkbox"/>
Non-Crown Bodies	<input type="checkbox"/>	NB Both of the above options require an Implementation Plan which should be appended to this Order Form	E: NHS Coding Requirements <input type="checkbox"/>
Non-FOIA Public Bodies	<input type="checkbox"/>		F: Continuous Improvement & Benchmarking <input type="checkbox"/>
			G: Customer Premises <input type="checkbox"/>
			H: Customer Property <input type="checkbox"/>
			I: MOD Additional Clauses <input type="checkbox"/>

Items licensed by the Customer to the Supplier (including any Customer Software, Customer Background IPR and Customer Data) N/A

Call Off Contract Charges payable by the Customer to the Supplier (including any applicable Milestone Payments and/or discount(s), but excluding VAT) and payment terms/profile including method of payment (e.g. Government Procurement Card (GPC) or BACS)

Payment Milestones:

The Buyer will pay the Supplier within 30 days of receipt of a valid invoice. All invoices must include appropriate references and a detailed breakdown of the Services supplied and supported by any other documentation reasonably required by the customer to substantiate the invoice.

Is a Financed Purchase Agreement being used?

Tick as required

If so, append to Call Off Schedule 2 as Annex A

Estimated Year 1 Call Off Contract Charges (£) £79,800 ex. VAT

For Orders with a defined Call Off Contract Period



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Section D Supplier response

Suppliers - use this section to provide any details that may be relevant in the fulfilment of the Customer Order

Commercially Sensitive information

Any information that the Supplier considers sensitive for the duration of an awarded Call Off Contract

- Supplier Pricing and/or any Supplier specific Commercial information
Supplier solution or service statements

Total contract value

Please provide the total contract value (for the Call Off Initial Period) as detailed in your response to the Customer's statement of requirements

Year 1: £79,800 ex. VAT



Section E Additional Terms to RM3733 Call-Off Terms & Conditions

By signing this Order Form the supplier agrees to the additional HMRC Call-Off Terms stated in this section (Section E) for the duration of the Call-Off Contract Period:

See Appendix 2

Section F Call Off Contract award

This Call Off Contract is awarded in accordance with the provisions of the Technology Products 2 Framework Agreement RM3733.

The Supplier shall supply the Goods and/or Services specified in this Order Form to the Customer on and subject to the terms of this Order Form and the Call Off Terms (together referred to as "the Call Off Contract") for the duration of the Call Off Contract Period.



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SIGNATURES

For and on behalf of the Supplier

Name	[REDACTED]
Job role/title	[REDACTED]
Signature	[REDACTED]
Date	3/31/2020

For and on behalf of the Customer

Name	[REDACTED]
Job role/title	[REDACTED]
Signature	[REDACTED]
Date	3/31/2020

Appendix 2

Technology Products 2 - RM3733

HMRC Additional Clauses

In case of any ambiguity or conflict these HMRC Additional Clauses will supersede any other terms in the Call Off Agreement (as defined in the Tech Products 2 Agreement RM3733).



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For the avoidance of doubt, references herein to ‘the Authority’ mean the Commissioners for Her Majesty’s Revenue and Customs and references to ‘the Supplier’ mean Trustmarque.

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Section 1 - Charges, Payment and Recovery of Sums Due

1.1 The Supplier shall invoice the Authority as specified in the Call-Off order form. Each invoice shall include such supporting information required by the Authority to verify the accuracy of the invoice (“**Supporting Documentation**”), including the relevant Purchase Order Number (and CD Reference) and a breakdown of the Services supplied in the invoice period.

1.2 To facilitate payment, the Supplier shall use an electronic transaction system chosen by the Authority and shall:

1.2.1 register for the electronic transaction system in accordance with the instructions of the Authority;

1.2.2 allow the electronic transmission of purchase orders and submitting of electronic invoices via the electronic transaction system;

1.2.3 designate a Supplier representative as the first point of contact with the Authority for system issues; and

1.2.4 provide such data to the Authority as the Authority reasonably deems necessary for the operation of the system including, but not limited to, electronic catalogue information.

1.3 The Authority is in the process of implementing its electronic transaction system. Each invoice and any Supporting Documentation required to be submitted in accordance with this Clause 1 shall be submitted by the Supplier, as directed by the Authority from time to time, either:

1.3.1 via the Authority’s electronic transaction system; or

1.3.2 to the HMRC contact (or such other person notified to the Supplier in writing by the Authority) by email in pdf format or, if agreed with the Authority, in hard copy by post.

1.4 The Supplier acknowledges and agrees that should it commence Services without a Purchase Order Number:



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1.4.1 the Supplier does so at its own risk; and

1.4.2 the Authority shall not be obliged to pay the Charges without a valid Purchase Order Number having been provided to the Supplier.

1.5 The Authority shall regard an invoice as valid only if it complies with the provisions of this Clause 1. The Authority shall promptly return any non-compliant invoice to the Supplier and the Supplier shall promptly issue a replacement, compliant invoice.

1.6 In consideration of the supply of the Services by the Supplier, the Authority shall pay the Supplier the invoiced amounts no later than 30 days after receipt of a valid invoice which includes a valid Purchase Order Number.

1.7 If a payment of an undisputed amount is not made by the Authority by the due date, then the Authority shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.

1.8 If any sum of money is recoverable from or payable by the Supplier under the Agreement (including any sum which the Supplier is liable to pay to the Authority in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Authority from any sum then due, or which may come due, to the Supplier under the Agreement or under any other agreement or contract with the Authority. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Authority in order to justify withholding payment of any such amount in whole or in part.

“Agreement”	the contract between (i) the Authority acting as part of the Crown and (ii) the Supplier;
“Purchase Order Number”	the Authority’s unique number relating to the supply of the Services;
“Services”	the services to be supplied by the Supplier to the Authority under the Agreement, including the provision of any Goods;
“Charges”	the charges for the Services as specified in SCC Quote ref 2851940 & 2854032

Section 2 - Expenses

2.1 Where the Authority expressly agrees in writing, the Supplier shall be entitled to be reimbursed by the Authority for Reimbursable Expenses (in addition to being paid the relevant Charges), provided that such Reimbursable Expenses are supported by Supporting Documentation.

2.2 The Authority shall provide a copy of its current expenses policy to the Supplier upon request.

“Reimbursable Expenses”	reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Authority’s expenses policy current from time to time, but not including:
(a)	travel expenses incurred as a result of Supplier Personnel travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Authority otherwise agrees in advance in writing; and



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- (b) subsistence expenses incurred by Supplier Personnel whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed; **“Supporting Documentation”** Each invoice shall include such supporting information required by the Authority to verify the accuracy of the invoice), including the relevant Purchase Order Number (and CD Reference) and a breakdown of the Services supplied in the invoice period.

Section 3 - Warranties

3.1 The Supplier represents and warrants that:

3.1.1 in the three years prior to the Effective Date, it has been in full compliance with all applicable securities and Tax Laws and regulations in the United Kingdom and in the jurisdiction in which it is established;

3.1.2 it has notified the Authority in writing of any Occasions of Tax Non Compliance and any litigation, enquiry or investigation in which it or its Subcontractors is/are (as appropriate) involved that is in connection with, or which may lead to any Occasion of Tax Non Compliance; and

3.1.3 no profit warnings, proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets or revenue.

3.1.4 If at any time the Supplier becomes aware that a representation or warranty given by it under Clause 3.1.1, 3.1.2 or 3.1.3 has been breached, is untrue, or is misleading, it shall immediately notify the Authority of the relevant occurrence in sufficient detail to enable the Authority to make an accurate assessment of the situation.

Section 4 - Promoting Tax Compliance

4.1 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Services.

4.2 The Supplier shall at all times comply with all other Laws and regulations relating to Tax.

4.3 The Supplier shall provide to the Customer the name and, as applicable, the Value Added Tax registration number, PAYE collection number and either the Corporation Tax or self-assessment reference of any agent, supplier or Subcontractor of the Supplier prior to the commencement of any work under this Agreement by that agent, supplier or Subcontractor. Upon a request by the Authority, the Supplier shall not employ or will cease to employ any agent, supplier or Subcontractor or Subcontractor.

4.4 Where an amount of Tax, including any assessed amount, is due from the Supplier an equivalent amount may be deducted by the Authority from the amount of any sum due to the Supplier under this Agreement.

4.5 If, at any point during the Term, an Occasion of Tax Non Compliance occurs and or any litigation, enquiry or investigation in which it or its Subcontractors is/are (as appropriate) involved



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that is in connection with, or which may lead to, any Occasion of Tax Non-Compliance, the Supplier shall:

4.5.1 notify the Authority in writing of such fact within five (5) Working Days of its occurrence; and

4.5.2 promptly provide to the Authority:

(a) details of the steps which the Supplier is taking to address the Occasion of Tax Non Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and

(b) such other information in relation to the Occasion of Tax Non Compliance as the Authority may reasonably require.

4.6 The Supplier shall indemnify the Authority on a continuing basis against any liability, including any interest, penalties or costs incurred, that is levied, demanded or assessed on the Authority at any time in respect of the Supplier's failure to account for or to pay any Tax relating to payments made to the Supplier under this Agreement. Any amounts due under this Clause 4.6 shall be paid in cleared funds by the Supplier to the Authority not less than five (5) Working Days before the date upon which the Tax or other liability is payable by the Authority.

4.7 The Supplier shall provide (promptly or within such other period notified by the Authority) information which demonstrates how the Supplier complies with its Tax obligations.

4.8 If the Supplier fails to:

4.8.1 Comply (or if the Authority receives information which demonstrates that the Supplier has failed to comply) with any of the provisions in Clauses 4.2 to 4.7 (inclusive); and/or

4.8.2 fails to provide details of steps being taken and mitigating factors pursuant to Clause 1.5 which in the reasonable opinion of the Authority are acceptable,

this shall allow the Authority to terminate the Agreement pursuant to Clause 21.4 of the RM3733 Call-Off terms.

4.9 The Authority may internally share any information which it receives under Clauses 4.3 to 4.5 (inclusive) and 4.7.

“DOTAS”

the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes or those who use them to tell HMRC of any notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to national insurance contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868) made under section 132A of the Social Security Administration Act 1992 and in Schedule 11A to the Value Added Tax Act 1994 (as amended by Schedule 1 to the Finance (no. 2) Act 2005;



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- “General Anti Abuse Rule”** means
- (a) the legislation in Part 5 of the Finance Act 2013;
 - (b) the legislation in sections 10 and 11 of the National Insurance Contributions Act 2014; and
 - (c) any future legislation introduced into Parliament to counteract tax advantages arising from abusive arrangements to avoid any Tax;
- “Halifax Abuse Principle”** the principle explained in the CJEU Case C 255/02 Halifax and others;
- “Occasion of Tax Non-Compliance”**
- (a) any Tax return of the Supplier and/or its Subcontractor and/or any non-submission of a Tax return (whether deliberate or by omission) by the Supplier and/or its Subcontractor to the Relevant Tax Authority on or after 1 October 2012 is found to be incorrect as a result of:
 - (i) a Relevant Tax Authority successfully challenging the Supplier or relevant Subcontractor under the General Anti Abuse Rule or the Halifax Abuse Principle or TAAR or under any Tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti Abuse Rule or the Halifax Abuse Principle or TAAR;
 - (ii) the failure of an avoidance scheme which the Supplier or relevant Subcontractor was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or
 - (b) the Tax affairs of the Supplier or any of its Subcontractors have given rise to a criminal conviction in any jurisdiction for Tax related offences within the last five (5) years which is not spent at the date the Call-Off Contract is entered into or to a civil penalty for fraud or evasion within the last three (3) years;
 - (c) For these purposes :
 - (i) a return is "submitted" when it is first submitted to the Relevant Tax Authority and any subsequent amendments or resubmissions are to be ignored; and
 - (ii) a Relevant Tax Authority will not be deemed to have "successfully challenged" the Supplier or a Subcontractor until an appeal against such challenge is no longer possible.
- “Relevant Tax Authority”** HMRC, or, if applicable, a tax authority in the jurisdiction in which the Supplier is established, resident or liable to any Tax;



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“Subcontract” any contract or agreement (or proposed contract or agreement) between the Supplier (or a Subcontractor) and any third party whereby that third party agrees to provide to the Supplier (or the Subcontractor) all or any part of the Services or facilities or services which are material for the provision of the Services or any part thereof or necessary for the management, direction or control of the Services or any part thereof;

“Subcontractor” any third party with whom:

- a. the Supplier enters into a Subcontract; or
- b. a third party under (a) above enters into a Subcontract, or the servants or agents of that third party;

VAT value added tax as provided for in the Value Added Tax Act 1994

Section 5 - Use of Off-shore Tax Structures

5.1 Subject to the principles of non-discrimination against undertakings based either in member countries of the European Union or in signatory countries of the World Trade Organisation Agreement on Government Procurement, the Supplier shall not, and shall ensure that its Connected Companies, Key Subcontractors (and their respective Connected Companies) shall not, have or put in place (unless otherwise agreed with the Authority) any arrangements involving the use of off-shore companies or other off-shore entities the main purpose, or one of the main purposes, of which is to achieve a reduction in United Kingdom Tax of any description which would otherwise be payable by it or them on or in connection with the payments made by or on behalf of the Authority under or pursuant to this Agreement or (in the case of any Key Subcontractor and its Connected Companies) United Kingdom Tax which would be payable by it or them on or in connection with payments made by or on behalf of the Supplier under or pursuant to the applicable Key Subcontract (**“Prohibited Transactions”**). Prohibited Transactions shall not include transactions made between the Supplier and its Connected Companies or a Key Subcontractor and its Connected Companies on terms which are at arms-length and are entered into in the ordinary course of the transacting parties’ business.

5.2 The Supplier shall notify the Authority in writing (with reasonable supporting detail) of any proposal for the Supplier or any of its Connected Companies, or for a Key Subcontractor (or any of its Connected Companies), to enter into any Prohibited Transaction. The Supplier shall notify the Authority within a reasonable time to allow the Authority to consider the proposed Prohibited Transaction before it is due to be put in place.

5.3 In the event of a Prohibited Transaction being entered into in breach of Clause 0 above, or in the event that circumstances arise which may result in such a breach, the Supplier and/or the Key Subcontractor (as applicable) shall discuss the situation with the Authority and, in order to ensure future compliance with the requirements of Clauses 0 and 5.2, the Parties (and the Supplier shall procure that the Key Subcontractor, where applicable) shall agree (at no cost to the Authority) timely and appropriate changes to any such arrangements by the undertakings concerned, resolving the matter (if required) through the Escalation Process.



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5.4 Failure by the Supplier (or a Key Subcontractor) to comply with the obligations set out in Clauses 5.2 and 5.3 shall allow the Authority to terminate the Agreement pursuant to Clause 21.4 of the RM3733 Call-Off terms.

“Connected Company”

means, in relation to a company, entity or other person, the Affiliates of that company, entity or other person or any other person associated with such company, entity or other person

“Key Subcontractor”

any Subcontractor:
(a) which, in the opinion of the Buyer, performs (or would perform if appointed) a critical role in the provision of all or any part of the Services; and/or
(b) with a Subcontract with a contract value which at the time of appointment exceeds (or would exceed if appointed) ten per cent (10%) of the aggregate Charges forecast to be payable under this Call-Off Contract;

Section 6 - Income Tax and National Insurance Contributions

6.1 Where the Supplier or any Supplier Personnel are liable to Tax in the UK or to pay national insurance contributions in respect of consideration received under this Agreement, the Supplier shall:

6.1.1 at all times comply with the Income Tax (Earnings and Pensions) Act 2003 and all other Laws and regulations relating to income tax, and the Social Security Contributions and Benefits Act 1992 and all other Laws and regulations relating to national insurance contributions, in respect of that consideration;

6.1.2 indemnify the Authority against any income tax, national insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the provision of the Services by the Supplier or any Supplier Personnel for which the Supplier is not primarily liable to account to the Authority under the relevant Laws and regulations; and

6.1.3 provide (promptly or within such other period notified by the Authority) information which demonstrates how the Supplier complies with Clause 6.1.1 or why Clause 6.1.1 does not apply to the Supplier (including such specific information as the Authority may request), and if the Supplier fails to comply (or if the Authority receives information which demonstrates that the Supplier has failed to comply) with any of the provisions above in this Clause 6.1 then this shall allow the Authority to terminate the Agreement pursuant to Clause 21.4 of the RM3733 Call-Off terms.

6.2. The Authority may internally share any information which it receives under Clause 6.1.3.

“Supplier Personnel”

all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any subcontractor of the Supplier engaged in the performance of the Supplier’s obligations under the Agreement;



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- “Tax”** means:
- (a) all forms of tax whether direct or indirect;
 - (b) national insurance contributions in the United Kingdom and similar contributions or obligations in any other jurisdiction;
 - (c) all statutory, governmental, state, federal, provincial, local government or municipal charges, duties, imports, contributions, levies or liabilities (other than in return for goods or services supplied or performed or to be performed) and withholdings; and
 - (d) any penalty, fine, surcharge, interest, charges or costs relating to any of the above,
- in each case wherever chargeable and whether of the United Kingdom and any other jurisdiction;
- “Law”** any applicable Act of Parliament, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of section 2 of the European Communities Act 1972, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply;

Section 7 - Data Protection and off-shoring

7.1 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:

7.1.1 not transfer Personal Data outside of the UK unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

- (a) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
- (b) the Data Subject has enforceable rights and effective legal remedies;
- (c) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavors to assist the Controller in meeting its obligations); and
- (d) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;

“Data Protection Legislation” (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;

“Controller”, take the meaning given in the GDPR;

“Processor”,

“Data



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Subject”,
“GDPR” the General Data Protection Regulation (Regulation (EU) 2016/679);

“Personal Data” has the meaning given in the GDPR;

Security Requirements

7.1 The Supplier shall comply with the security management plan set out at (“Security Management Plan”) and the security policy identified as such within the Security Management Plan (“Security Policy”).

7.2 The Authority shall notify the Supplier of any changes or proposed changes to the Security Policy.

Section 8 - Official Secrets Acts, Commissioners for Revenue and Customs Act 2005 and related Legislation

8.1 The Supplier shall comply with, and shall ensure that it's Supplier Personnel comply with:

8.1.1 the provisions of the Official Secrets Acts 1911 to 1989;

8.1.2 the obligations set out in Section 182 of the Finance Act 1989 and Section 18 of the Commissioners for Revenue and Customs Act 2005 to maintain the confidentiality of Authority Data. Further, the Supplier acknowledges that (without prejudice to any other rights and remedies of the Authority) a breach of the aforesaid obligations may lead to a prosecution under Section 182 of the Finance Act 1989 and/or Section 19 of the Commissioners for Revenue and Customs Act 2005; and

8.1.3 Section 123 of the Social Security Administration Act 1992, which may apply to the fulfilment of some or all of the Services. The Supplier acknowledges that (without prejudice to any other rights and remedies of the Authority) a breach of the Supplier's obligations under Section 123 of the Social Security Administration Act 1992 may lead to a prosecution under that Act.

8.2 The Supplier shall regularly (not less than once every six (6) months) remind all Supplier Personnel in writing of the obligations upon Supplier Personnel set out in Clause 8.1 above. The Supplier shall monitor the compliance by Supplier Personnel with such obligations.

8.3 The Supplier shall ensure that all Supplier Personnel who will have access to, or are provided with, Authority Data sign (or have previously signed) a declaration, in a form acceptable to the Authority, acknowledging that they understand and have been informed about the application and effect of Section 18 and 19 of the Commissioners for Revenue and Customs Act 2005. The Supplier shall provide a copy of each such signed declaration to the Authority upon demand.

8.4 In the event that the Supplier or the Supplier Personnel fail to comply with this clause, the Authority reserves the right to terminate the Agreement under Clause 21.1 of the RM3733 Call-Off terms.

“Authority Data” (a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are:

- (i) supplied to the Supplier by or on behalf of the Authority; and/or
- (ii) which the Supplier is required to generate, process, store or transmit pursuant to this Agreement; or



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- (b) any Personal Data for which the Authority is the Controller, or any data derived from such Personal Data which has had any designatory data identifiers removed so that an individual cannot be identified.

“Personal Data” has the meaning given in the General Data Protection Regulation (Regulation (EU) 2016/679).

Section 9 - Confidentiality, Transparency and Publicity

9.1 The Supplier shall not, and shall take reasonable steps to ensure that the Supplier Personnel shall not:

9.1.1 make any press announcement or publicise the Agreement or any part of the Agreement in any way; or

9.1.2 use the Authority's name or brand in any promotion or marketing or announcement of orders, except with the prior written consent of the Authority.

9.2 Each Party acknowledges to the other that nothing in this Agreement either expressly or by implication constitutes an endorsement of any products or services of the other Party and each Party agrees not to conduct itself in such a way as to imply or express any such approval or endorsement.

9.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Agreement is not Confidential Information. The Authority shall be responsible for determining in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA. Notwithstanding any other term of this Agreement, the Supplier hereby gives his consent for the Authority to publish the Agreement in its entirety, (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted) including from time to time agreed changes to the Agreement, to the general public. The Authority may consult with the Supplier to inform its decision regarding any redactions but the Authority shall have the final decision at its absolute discretion.

9.4 The Supplier shall assist and cooperate with the Authority to enable the Authority to publish this Agreement.

Section 10- Compliance

10.1 The Supplier shall:

10.1.1 perform its obligations under the Agreement in accordance with all applicable equality Law and the Authority's equality and diversity policy as provided to the Supplier from time to time; and

10.1.2 take all reasonable steps to secure the observance of Clause 10.1.1 by all Supplier Personnel.

10.2 The Supplier shall supply the Services in accordance with the Authority's environmental policy as provided to the Supplier from time to time.

10.3 In performing its obligations under the Agreement, the Supplier shall;

(a) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations from time to time in force including the Modern Slavery Act 2015;

(b) not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015; and

(c) notify the Authority as soon as it becomes aware, and in any event within five (5) working days, of any actual or suspected breach of its obligations under Clause 10.3(a) and/ or (b) including details of the breach and the mitigation action it has taken or intends to take in order to:

(i) remedy the breach; and

(ii) ensure future compliance with Clause 10.3(a) and (b).



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10.4 If the Supplier fails to comply (or if the Authority receives information which demonstrates that the Supplier has failed to comply) with any of the provisions in Clause 10.3 then this shall allow the Authority to terminate the Agreement pursuant to Clause 21.1 of the RM3733 Call-Off terms.

Commercial Policy
HMRC Commercial Directorate



Partner Information	
Partner Name:	Trustmarque
Contact Name:	Name: [REDACTED] Telephone: [REDACTED]
	Title: [REDACTED] Email: [REDACTED]
Invoicing Details:	Name: As above Telephone:
	Title: Email:
	Address: [REDACTED] [REDACTED]
Additional Info for billing: <i>(for example) hardcopy via post</i>	
VAT/Certification of Registration:	618184140 GB
Is a PO Required? Please submit all required vendor registration onboarding forms to ar_emea@neo4j.com@neo4j.com	<input type="checkbox"/> Yes <input type="checkbox"/> No If P.O. is required, Partner will deliver such P.O. no later than 5 days after the Order Form is executed

Subscriber Information	
Subscriber Organization Name:	HMRC
Contact Name (Project):	Name: [REDACTED] Telephone: [REDACTED]
	Title: [REDACTED] Email: [REDACTED]
Contact Name (Support):	Name: To follow Telephone:
	Title: Email:
VAT/Certification of Registration:	
Ship to Address	Address: [REDACTED] City: [REDACTED] Postal Code and Country: [REDACTED]
Neo4j Sales Rep Contact Info	Name: [REDACTED] Telephone: [REDACTED]
	Title: [REDACTED] Email: [REDACTED]

Software Subscription for Neo4j Enterprise Edition				
Project Name and Description: [REDACTED]				
[REDACTED]				
Support Level*	[REDACTED]	[REDACTED]	[REDACTED]	
Bundle Configuration	[REDACTED]			
Environment(s)	#Cores per Machine	RAM (GB)/ Machine	# of Machines	Annual Fee
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED] [REDACTED]
[REDACTED]				
Features				
[REDACTED]				N/a

Confidential

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Neo4j Sweden AB Subscription Agreement

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[REDACTED]	N/a	
[REDACTED]	N/a	
Other:		
Seats	Quantity	Annual Fee
Licensed Developer(s)	[REDACTED]	[REDACTED]
Authorized Users (Bloom)	[REDACTED]	
*Only standard support is available for Bloom		
**Restricted to use in the Project above only		
Software Subtotal		[REDACTED]

Consulting Services	
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
Total	
	[REDACTED]

Payment Schedule		
Invoice	Invoice Date	Invoice Amount
[REDACTED]	[REDACTED]	[REDACTED]

Confidential

Neo4j Sweden AB Subscription Agreement

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Future pricing for years 2 & 3. To the extent Subscriber renews the Software Subscription, pricing for the first and second years of any such renewal shall be as follows.

Note these prices are subject to a cost of living adjustment based on UK RPI + 2%, based on prices on the signature date.

TERMS AND CONDITIONS:

(1) NEO4J MAKES NO WARRANTIES TO PARTNER REGARDING THE SOFTWARE OR SERVICES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. LIMITATION OF LIABILITY. NEITHER PARTNER NOR NEO4J WILL BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF OR RELATED TO THIS ORDER FORM (INCLUDING LOSS OF BUSINESS, REVENUE, PROFITS, USE, DATA, OR OTHER ECONOMIC ADVANTAGE), HOWEVER IT ARISES, WHETHER FOR BREACH OR IN TORT (INCLUDING NEGLIGENCE), EVEN IF NEO4J HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. NEO4J’S AGGREGATE CUMULATIVE LIABILITY FOR CLAIMS RELATING TO THIS ORDER FORM, WHETHER FOR BREACH OR IN TORT, WILL BE LIMITED TO THE AMOUNT PAID BY PARTNER TO NEO4J

UNDER THIS ORDER FORM IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE ACT OR OMISSION FIRST GIVING RISE TO THE CLAIM. Any action related to this Order Form will be governed by the laws of Sweden without regard for its choice of law provisions. The United Nations Convention on Contracts for the International Sale of Goods will not apply. No pre-printed terms on any purchase order shall apply and such terms are hereby rejected.

(2) All fees shall be paid net 30 days from receipt of Neo4j’s invoice.

(3) Partner will resell the Neo4j Enterprise software subscription licenses herein to the Subscriber above. Neo4j Software is sold to Subscriber pursuant to the Neo4j Sweden AB Subscription Agreement attached to the Neo4j Sweden AB Acknowledgement Form as Exhibit A and **Partner will include these terms and conditions and the Neo4j License Metrics on its quote/order form to Subscriber.**

(4) License Metrics:

- (a) Authorized Users: means quantity of Subscriber employees and contractors that may use the Bloom software.
- (b) Core: Refers to the maximum number of CPU cores that may be allocated to running the Software. A CPU core refers to a physical core in the case of physical hardware, and a “virtual CPU” in the case of infrastructure as a service, except where the infrastructure as a service defines a relationship between physical cores and virtual CPUs, in which case the physical core count shall prevail.
- (c) Disaster Recovery Capacity: Means Software installed at a separate Subscriber controlled facility or at Subscriber’s third party hosting facility and exists as part of Subscriber’s business continuity and/or resumption plans, and are not active during normal operations.
- (d) Licensed Developers: Means Subscriber’s authorized employees and contractors that may (1) write, debug and/or test (such as in programming and unit test software) for use with the Software; and (2) use a reasonable number of multiple copies of the Software on the Licensed Developer’s personal computer, for the sole purpose of developing Subscriber’s Applications.
- (e) Machine: Refers to the physical server or virtual machine inside of which Neo4j is directly running.
- (f) Production Capacity: Means Machines that store and process data in a way that benefits and advances Subscriber’s goals and may be accessed by Applications. Unless otherwise specified on this Order Form, Production Machines have no limit on the number of users that can access the database.

- (g) RAM: Refers to the total amount of physical memory (RAM) available to the physical server, virtual machine, or container used to operate the Software.
- (h) Test Capacity: Refers to Machines that may be used for internal testing purposes only and not for Production use and whose purpose is to ensure that the software accessing the Software is meeting specification (examples of Test Capacity are system test, integration test, user acceptance test, training, staging or performance test).

Intending to be legally bound, the parties have had this Order Form executed by their duly authorized representative, effective as of the date of last signature below ("**Order Form Effective Date**").

Neo4j Sweden AB	Partner:
██████████	██████████
██████████	██████████
██████████	██████████
██████████	██████████

Neo4j Sweden AB ACKNOWLEDGEMENT Form

Partner Information		
Partner Name:	██████████	
Contact Name:	██████████	██████████
	██████████	██████████

Subscriber Information		
Subscriber Organization Name:	██████████	
Contact Name (Project):	██████████	██████████
	██████████	██████████
Contact Name (Support):	██████████	██████████
	██████████	██████████
Ship to Address	██████████	
Neo4j Sales Rep Contact Info	██████████	██████████
	██████████	██████████

Software Subscription for Neo4j Enterprise Edition

[REDACTED]	[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	[REDACTED]	
Support Level*		Standard	
Bundle Configuration	Discovery Bundle 2		
Environment(s)	#Cores per Machine	RAM (GB)/ Machine	# of Machines
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Features			
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Seats	Quantity		
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

By signing below, "Subscriber" acknowledges and agrees that the Software and Services herein are governed by the Neo4j Sweden AB Subscription Agreement attached hereto as Exhibit A (the "Agreement") which is expressly incorporated by reference and is effective as of the Start Date of the Software subscription indicated above (the "Acknowledgment Form Effective Date").

Neo4j Sweden AB	Customer:
[REDACTED]	[REDACTED]



NEO4J'S ACCEPTANCE OF THESE TERMS AND CONDITIONS IS EXPRESSLY LIMITED TO THE NEO4J AGREEMENT STATED HEREIN. Unless subsequently authorized in writing by authorized representatives of both parties, the Agreement supersedes all other written or verbal agreements regarding the subject matter hereof, including any preprinted terms on Subscriber's purchase order or similar ordering or other document, any previous proposal, letters of intent, memorandum of understanding or similar documents. Any preprinted terms on Subscriber's purchase order or similar ordering or other document are hereby rejected.

Exhibit A

NEO4 SWEDEN AB SUBSCRIPTION AGREEMENT

THIS NEO4J SUBSCRIPTION AGREEMENT (“Agreement”) is entered into as of the **last date of signature below [or insert date]** (“**Effective Date**”) by and between Neo4j Sweden AB (“**Neo4j**”), a corporation having its principal place of business at [REDACTED], and the corporation or other business entity and its Affiliates (“**Subscriber**”) specified on the signature block below where “**Affiliate**” is defined as an entity which Subscriber directly or indirectly controls 50% or more of the shares, voting stock or voting power. Subscriber is responsible and liable for its Affiliates’ compliance with the terms of this Agreement.

RECITALS

WHEREAS, Neo4j has developed its proprietary commercial graph database products (collectively, the “**Software**”) which it makes available to its customers for download through its web site (the “**Site**”) and provides related services; and

WHEREAS, Subscriber wishes to obtain a non-exclusive license to use the Software and to obtain related services, and Neo4j is willing to grant such non-exclusive license to Subscriber and to provide such services on the terms set forth in this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual promises hereinafter set forth, the parties hereto agree as follows:

1. Scope of Agreement.

a. Software and Support Services. This Agreement sets forth the terms and conditions under which Subscriber may purchase from Neo4j: (i) licenses to use the Software; (ii) support and maintenance services (“**Support Services**”); and (iii) consulting and training services (“**Consulting Services**”).

b. Order Forms. The Software and services ordered by Subscriber for the Project (as defined in 2.a.) will be specified in one or more order forms (each, an “**Order Form**”) which are executed by the parties pursuant to this Agreement. Each Order Form will be governed by the terms of this Agreement and the term “Agreement” herein, includes the terms of this Agreement and all Order Forms executed pursuant to this Agreement whether on or after the Effective Date.

2. Software.

a. License Grant. Subject to Subscriber’s compliance with the terms and conditions of this Agreement and for the quantity and solely during the term set forth in each applicable Order Form, Neo4j hereby grants Subscriber a limited, personal, revocable, non-transferable, non-sublicensable, non-exclusive license either on Subscriber’s premises or as hosted in Subscriber’s cloud environment, to: (A) use, perform, publicly display, and reproduce the Software on the permitted number of Machines and Cores to develop software applications (each, an “**Application**”) that Subscriber uses: (i) for Subscriber’s internal business purposes; and (ii) to provide Application-based products and services to external third party end users (each, external company an “**End User**”); (B) allow the applicable number of Licensed Developers as specified on the Order Form to install and use the Software on their personal computers for Subscriber’s internal business purposes; and (C) allow the applicable number of Named Users to use the Software. Each Order Form will specify the number and types of Machines, Cores and/or amount of RAM; number of Licensed Developers/Named Users; environments (Production, Test Capacity, Disaster Recovery Capacity); and/or quantity of Applications and/or End Users that Subscriber has purchased and the Project that the Software will be used for. “**Project**” refers to the particular use case for the Software. “**Machine**” refers to the physical server or virtual machine inside of which Neo4j is directly running. “**Core**” refers to the maximum number of CPU cores that may be allocated to running the Software. A CPU core refers to a physical core in the case of physical hardware, and a “virtual CPU” in the case of infrastructure as a service, except where the infrastructure as a service defines a relationship between physical cores and virtual CPUs, in which case the physical core count shall prevail. “**RAM**” is the total amount of physical memory (RAM) available to the physical server, virtual machine, or container used to operate the Software. “**Test Capacity**” are Machines that may be used for internal testing purposes only and not for Production use and whose purpose is to ensure that the software accessing the Software is meeting specification (examples of Test Capacity are system test, integration test, user acceptance test, training, staging or performance test). “**Production**” means machines that store and process data in a way that benefits and advances Subscriber’s goals and may be accessed by Applications. Unless otherwise specified on an Order Form,

Production Machines have no limit on the number of users that can access the database. “**Disaster Recovery Capacity**” is installed at a separate Subscriber controlled facility or at Subscriber’s third party hosting facility and exists as part of Subscriber’s business continuity and/or resumption plans, and are not active during normal operations. “**Licensed Developers**” means Subscriber’s authorized employees and contractors that may (1) write, debug and/or test (such as in programming and unit test software) for use with the Software; and (2) use a reasonable number of multiple copies of the Software on the Licensed Developer’s personal computer, for the sole purpose of developing Subscriber’s Applications. “**Named Users**” means Subscriber’s authorized employees and contractors for which the license seats were ordered to use the Software as specified on the applicable Order Form. Software may be installed or accessed on multiple devices but it may only be used by the single Licensed Developers/Named User individual (as applicable). Licensed Developer/Named User licenses may be transferred from one individual to another, but at any given time, no more than the specified number of Licensed Developers/Named Users (as applicable) shall have access to the Software. Subscriber is responsible for its users’ use of the Software in accordance with this Agreement.

- b. Application(s) Mandatory Terms. For each Application-based product or service provided by Subscriber to any End User, Subscriber shall ensure that the terms of Subscriber’s end user or other agreement with each End User are at least as protective of Neo4j as the terms of this Agreement and include a disclaimer of warranty on behalf of Subscriber’s licensors. Subscriber will not make any claim, representation or warranty regarding the Software or Neo4j. As between Neo4j and Subscriber, the Subscriber is responsible for all acts and omissions of its End Users in connection with their use of any Application-based product or service.
- c. Delivery. Following execution of this Agreement, Neo4j shall enable Subscriber to download the Software from the Site, or shall otherwise make the Software available to Subscriber. The Software (and any future Software updates or upgrades that Neo4j may make available to Subscriber from time-to-time and which are included in the defined term “Software”) is accepted upon Neo4j making the Software (or the relevant update or upgrade) available to Subscriber. Notwithstanding the fact that Subscriber may already have obtained an edition of the Software from Neo4j prior to the Effective Date for Subscriber’s use under separate software license terms to the extent Subscriber uses the Software pursuant to the terms of this Agreement (as evidenced by Subscriber entering into this Agreement), Subscriber’s use of the Software is solely and exclusively governed by the terms of this Agreement as the Effective Date of this Agreement.
- d. Restrictions. Subscriber may not, and will not permit or induce any third party (including, without limitation, any End User) to: (i) decompile, reverse engineer, disassemble or otherwise attempt to reconstruct or discover the source code, underlying ideas or algorithms of any components of the Software; (ii) alter, modify, translate, adapt in any way, or prepare any derivative work based upon the Software; (iii) rent, lease, network, loan, pledge, encumber, sublicense, sell, distribute, disclose, assign or otherwise transfer the Software or any copy thereof; (iv) use the Software in commercial timesharing, rental or other sharing arrangements; (v) remove any proprietary notices from the Software or any related documentation or other materials furnished or made available hereunder; or (vi) run or use any version or edition of the Neo4j software licensed under the AGPL, AGPLv3 with Commons Clause, GPL or any other open source license (including, without limitation, the Community or Enterprise editions) in the same Project or system identified on an Order Form in which Subscriber uses or has used the Software licensed hereunder, during the term of the Agreement and for thirty-six (36) months thereafter. The Software will be made available to Subscriber under this Agreement in object code only; no source code is provided to Subscriber under this Agreement. Without limiting any restrictions elsewhere in this Agreement, Subscriber is expressly prohibited from distributing any copy of the Software (whether in connection with an Application-based product or service or otherwise) to any third party. In addition, Subscriber agrees to comply with all applicable local, state, national, and international laws, rules and regulations applicable to Subscriber’s use of the Software. Subscriber shall not permit or induce any End User to download or copy the Software. Subscriber acknowledges and agrees that the Software includes functionality (which Subscriber may disable at its option) that reports the number of Cores, RAM, Machines, users and features being used and permits Neo4j the ability to provide Support Services and monitor certain usage of the Software ("Critical Control Software") which is fundamental to the business of Neo4j.
- e. Proprietary Rights. Neo4j or its licensors retain all right, title and interest in and to the Software and related documentation and materials, including, without limitation, all patent, copyright, trademark, and trade secret rights, embodied in, or otherwise applicable to the Software, whether such rights are registered or unregistered, and

wherever in the world those rights may exist. Subscriber shall not commit any act or omission, or permit or induce any third party to commit any act or omission inconsistent with Neo4j's or its licensors' rights, title and interest in and to the Software and the intellectual property rights embodied therein or applicable thereto. All materials embodied in, or comprising the Software, including, but not limited to, graphics, user and visual interfaces, images, code, applications, and text, as well as the design, structure, selection, coordination, expression, "look and feel", and arrangement of the Software and its content, and the trademarks, service marks, proprietary logos and other distinctive brand features found in the Software ("**Neo4j Marks**"), are all owned by Neo4j or its licensors; Subscriber is expressly prohibited from using or registering the Neo4j Marks. Title to the Software shall not pass from Neo4j to Subscriber, and the Software and all copies thereof shall at all times remain the sole and exclusive property of Neo4j. Subscriber shall reproduce all copyright and other proprietary notices in all copies of the Software. Subscriber's use of the Neo4j Marks shall comply with the Neo4j Trademark Guidelines then in effect. For the purpose of this Agreement, and subject to Subscriber's ongoing compliance with the terms and conditions hereunder, Subscriber's embedding or integration of the Software into an Application shall not be considered a derivative work.

- f. Third Party Software. Subscriber acknowledges that third party software ("**Third Party Software**") is embedded in, or otherwise provided with the Software. Third Party Software is expressly excluded from the defined term "Software" as used throughout this Agreement. Subscriber's use of the Third Party Software is subject to the applicable third party license terms which can be viewed at www.neo4j.com/thirdpartylicenses, and such Third Party Software is not licensed to Subscriber under the terms of this Agreement. If Subscriber does not agree to abide by the applicable license terms for the Third Party Software, then Subscriber may not access or use the Software or the Third Party Software. Subscriber is solely and exclusively responsible for determining if Subscriber is permitted to use the Third Party Software in connection with any Application and Subscriber should address any questions in this regard directly to the relevant Third Party Software licensor. Neo4j makes no representation or warranty that Subscriber is entitled to use the Third Party Software in connection with any Application.
- g. Inspection Right. During the term of this Agreement and for one (1) year thereafter, Neo4j or its designated agent may inspect Subscriber's facilities and records to verify Subscriber's compliance with the terms of this Agreement. Any such inspection will take place only during Subscriber's normal business hours and upon not less than ten (10) business days' prior written notice from Neo4j. Subscriber shall reasonably cooperate with such audit and shall make such personnel and records available as Neo4j may reasonably request. Neo4j will give Subscriber 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, Subscriber shall promptly: (i) cease such unauthorized use; (ii) pay Neo4j any additional fees due to the extent Subscriber's use of the Software has exceeded the number of RAM, Instances, Cores, Machines and/or Licensed Developers/Authorized Users purchased by Subscriber; and (iii) reimburse Neo4j's reasonable, documented costs incurred in conducting such inspection.
- h. Reservation of Rights. All rights not expressly granted to Subscriber are reserved.
- i. Experimental Features. Note that Software may be provided with identified experimental features which are not part of the Software and which are not covered by maintenance and the warranty. Such features are offered "AS IS" and may never become part of the Software or any Neo4j commercial product. Neo4j makes no representations or certifications with respect to experimental features.
3. Services. Neo4j will provide the Consulting Services set forth on an Order Form or Statement of Work pursuant to the terms of Exhibit A ("Consulting Services Terms"). By executing an Order Form for the Software and paying the applicable Software subscription fees, Subscriber is entitled to receive Support Services at the Support Services level applicable to the specific Software product licensed by Subscriber. Neo4j will provide Support Services in accordance with Neo4j's then-current Support Services terms, as further specified on the Site at <http://www.neo4j.com/support-terms/> (the "**Support Site**"), which terms form an integral part of this Agreement and are incorporated herein by reference ("**Support Services Terms**"). Only six (6) named support contacts may contact Neo4j for Support Services provided that Subscriber may add additional contacts subject to an additional fee set forth in an Order Form. Subject to the overall limit on number of support contacts, named support contacts may be changed at any time by notifying Neo4j Support. Neo4j may add to, change or remove any part, term or condition of the Support Services Terms and such changes will be effective as of the start of the next Software subscription term. Subscriber may elect to not renew an Order Form for the next Software subscription term in accordance with the terms of Section 5.a. if Subscriber does not agree with the changes. By continuing to use the Support Services, Subscriber is indicating its acceptance of such changes. It is Subscriber's responsibility to check the

Support Services Terms periodically for changes; however, Neo4j will provide written notice to Subscriber of any significant changes to the Support Services Terms, including through notices posted on the Support Site or sent to Subscriber's email address.

4. Fees & Payment Terms. This Section 4 shall apply only to the extent Subscriber is not paying fees through Subscriber's reseller.

a. Software Subscription Fees. The subscription fees payable by Subscriber for the Software license and services, and the applicable Software license period, will be set forth in each Order Form. Fees shall be paid in advance as set forth in the applicable Order Form and in accordance with the payment terms in Section 4.c. below.

b. Services Fees. The fees payable by Subscriber for the Support Services are included in the Software subscription fees. The level of Support Services provided to Subscriber as set forth in the Support Services Terms, will be determined by the specific Software product licensed to Subscriber as set forth in each Order Form. The fees payable by Subscriber for the Consulting Services are set forth on each Order Form/Statement of Work and shall be paid on the dates set forth therein.

c. Payment Terms. All payments under this Agreement shall be made within thirty (30) days of the invoice date in currently available funds or as otherwise set forth in an Order Form or Statement of Work and payments may be made by wire transfer, or by such other means as Neo4j may specify from time-to-time. Unless otherwise expressly agreed by Neo4j and specified in the applicable Order Form or Statement of Work, all fees are payable in the currency of the United States of America. All fees specifically exclude (and Subscriber is responsible for) any and all applicable sales, use and other taxes such as VAT, other than taxes based on Neo4j's income. If all or any part of any payment owed to Neo4j under this Agreement is withheld, based upon a claim that such withholding is required pursuant to the tax laws of any country or its political subdivisions and/or any tax treaty between the U.S. and any such country, such payment shall be increased by the amount necessary to result in a net payment to Neo4j of the amounts otherwise payable under this Agreement. Any amounts due under this Agreement which are not paid within thirty (30) calendar days of their due date shall be subject to a late payment charge of the lower of: (i) one and one half percent (1.5%) per month (and shall thereafter bear interest at a rate of eighteen percent (18%) per annum until paid); and (ii) the highest interest rate permitted by applicable law. Each party is responsible for its own expenses under this Agreement. Except as otherwise set forth herein, all fees payable under this Agreement are non-refundable and non-cancellable.

d. Changes to Fees. Fees in each Order Form may be changed effective for a renewal subscription term on Neo4j's written notice to Subscriber. Subscriber may elect not to renew an Order Form for another subscription term in accordance with the terms of Section 5.a. if Subscriber does not agree to the changed fees.

5. Term & Termination.

a. Term. Subject to termination as set forth in this Section 5, the term of this Agreement will commence on the Effective Date and will continue for as long as any Software, Support Services or Consulting Services are being provided to Subscriber under this Agreement. The term of the Order Form, Software license (and subject to Section 4.d., the corresponding periodic Software subscription fees) set forth in an Order Form shall automatically renew for successive annual terms unless either party notifies the other party in writing, at least ninety (90) calendar days before the expiration of the then-current Software subscription term, that such party does not wish to renew the Software license for an additional Software subscription term.

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. c. Effects of Termination.

Upon the termination of this Agreement for any reason: (i) the licenses granted under this Agreement in respect of the Software shall immediately terminate and Subscriber shall cease to use the Software and Applications and shall cease making any Application-based products or services available to End Users; (ii) Neo4j's obligations to perform the Support Services and Consulting Services shall immediately terminate; (iii) Subscriber shall pay to Neo4j the full amount of any outstanding fees due hereunder; and (iv) within ten (10) calendar days of such termination, each party shall destroy 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. (Application(s) Mandatory Terms), 2.c. (Delivery) (last sentence only), 2.d. (Restrictions), 2.e. (Proprietary Rights),

2.f. (Third Party Software), 2.g. (Inspection Right), 2.h. (Reservation of Rights), 4 (Fees & Payment Terms), 5.c. (Effects of Termination), 6.a. (Confidentiality), 6.b. (Feedback), 7.c. (Disclaimer of Warranties), 8 (Indemnification), 9 (Limitation of Liability), 12 (Governing Law & Jurisdiction), 13 (Notices), and 14 (General Provisions).

6. Confidentiality, Feedback & Publicity.

a. Confidentiality. “**Confidential Information**” means any proprietary information that is marked “confidential” or “proprietary” or any other similar term or in relation to which its confidentiality should by its nature be inferred or, if disclosed orally, is identified as being confidential at the time of disclosure and, within two (2) weeks thereafter, is summarized, appropriately labeled and provided in tangible form, received by the other party during, or prior to entering into, this Agreement including, without limitation, the Software and any non-public technical and business information. Confidential Information does not include information that (i) is or becomes generally known to the public through no fault of or breach of this Agreement by the receiving party; (ii) is rightfully known by the receiving party at the time of disclosure without an obligation of confidentiality; (iii) is independently developed by the receiving party without the use of the disclosing party’s Confidential Information; or (iv) the receiving party rightfully obtains from a third party without restriction on use or disclosure. Subscriber 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 the extent allowed) to enable the disclosing party to seek a protective order. Upon termination or expiration of this Agreement, the receiving party will destroy (and provide written certification of such destruction) the disclosing party’s Confidential Information.

b. Feedback. If Subscriber voluntarily 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 Subscriber or an End User, suggesting or recommending changes to the Software or Support Services, including, without limitation, new features or functionality relating thereto, Subscriber 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 Subscriber’s and its licensors’ intellectual property rights to reproduce, prepare derivative works of, distribute, perform, display, make, have made, sell, import, 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. Neo4j is not obligated to make, use, display, reproduce, sell, or distribute any such ideas, knowhow, concepts, or techniques contained in the Feedback, and Subscriber has no right to compel such use, display, reproduction, or distribution.

c. Publicity. During the term of this Agreement, subject to Subscriber’s prior written agreement in each instance, Neo4j shall have the right, but not the obligation, to include Subscriber’s name and logo as a customer who uses the Software, Support Services and/or Consulting Services on the Site and in other marketing materials promoting the Software, Support Services and/or Consulting Services.

7. Warranties & Disclaimer of Warranties.

a. General Representations and Warranties. Each party represents and warrants to the other party that: (i) it has the full power and authority to enter into this Agreement and to carry out its obligations under this Agreement; and (ii) it has complied, and will in the future comply, with all applicable laws, rules and regulations in connection with the execution, delivery and performance of this Agreement.

b. Limited Software Warranty. Neo4j represents and warrants to Subscriber only (and not to any End User) that the Software will materially conform to Neo4j’s published documentation for a period of ninety (90) calendar days from the date the Software is made available to Subscriber under Section 2.c. (Delivery) above. Subscriber’s sole and exclusive remedy, and Neo4j’s sole and exclusive liability for any breach of this warranty will be, at Neo4j’s sole discretion, to either fix the Software to remedy the defect or refund the applicable Software subscription fees

paid by Subscriber for the Software, in each case on condition that Subscriber promptly notifies Neo4j in writing of any alleged breach of this warranty within such ninety (90) calendar day period. This warranty is null and void to the extent the Software: (i) fails to conform with this warranty as a result of its use with any third party hardware or software; or (ii) is used other than in accordance with the published documentation, or is otherwise used in breach of this Agreement.

c. Disclaimer of Warranties. EXCEPT AS EXPRESSLY SET FORTH ABOVE IN THIS SECTION 7 OR ON EXHIBIT A: (I) THE SOFTWARE AND SERVICES ARE PROVIDED TO SUBSCRIBER ON AN "AS IS" BASIS, WITH ANY AND ALL FAULTS, AND WITHOUT ANY WARRANTY OF ANY KIND; AND (II) NEO4J EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. NEO4J DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SOFTWARE OR SERVICES WILL BE CORRECTED. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION AND/OR LIMITATION OF IMPLIED WARRANTIES OR CONDITIONS, OR ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO SUBSCRIBER. IN SUCH EVENT, NEO4J'S WARRANTIES AND CONDITIONS WITH RESPECT TO THE SOFTWARE AND SERVICES WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW IN SUCH JURISDICTION.

8. Indemnification.

a. Indemnification by Subscriber. Subscriber hereby agrees to indemnify, defend and hold Neo4j and its parents, affiliates, subsidiaries, licensors, and third party service providers, and its and their respective officers, directors, employees, agents, representatives, and contractors (each, a "**Neo4j Party**") harmless, from and against any and all liability and costs (including, without limitation, attorneys' fees and costs) incurred by any Neo4j Party in connection with any actual or alleged claim made by a third party arising out of, or relating to: (i) Subscriber's breach of: this Agreement, any Third Party Software license, or any applicable law, rule or regulation; and (ii) Subscriber's use of the Software and Support Services, including, without limitation, Subscriber's development and use of any Application, and End Users' use of any Application-based product or service (except to the extent Neo4j is responsible for the event giving rise to Subscriber's liability under this Section 8.a.).

b. Indemnification by Neo4j. Neo4j hereby agrees to indemnify, defend and hold Subscriber harmless, and its and their respective officers, directors, employees, agents, representatives, and contractors (each, a "Subscriber Party"), from and against any and all liability and costs (including, without limitation, attorneys' fees and costs) incurred by any Subscriber Party in connection with any actual or alleged claim made by a third party arising out of, or relating to Subscriber's use of the Software and Support Services as authorized herein infringing or misappropriating a third party's copyright, or patent issued as of the Effective Date in a country that is a signatory to the Berne Convention (except to the extent Subscriber is responsible for the event giving rise to Neo4j's liability under this Section 8.b.). Neo4j shall have no indemnity obligation to the extent that the infringement arises out of: (i) failure to use any modification of Software (such as a correction, enhancement, update, or new version or release) within a reasonable time of receipt of such modification from Neo4j; (ii) any Third Party Software; (iii) use of the Software other than in accordance with this Agreement or the applicable documentation; (iv) Subscriber's use or combination of the Software with software or hardware not provided by Neo4j; or (v) Subscriber's modifications of the Software. If Subscriber's use of the Software is enjoined or Neo4j reasonably believes Subscriber's use of the Software may be enjoined, Neo4j may elect to obtain a license for Subscriber to continue using the Software or modify the Software so that it no longer infringes or refund Subscriber the prepaid but unused portion of the prepaid Software subscription fees the corresponds to the period of discontinuation. The foregoing shall be Subscriber's sole and exclusive remedy and Neo4j's sole and exclusive obligation with respect to any claim of intellectual property infringement.

c. Procedure. The indemnifying party shall have the control of the defense and related settlement of any claims. The indemnified party shall provide the indemnifying party with prompt written notice of the claim. The indemnified party and its counsel will cooperate as fully as reasonably required, and provide such information as reasonably requested by the indemnifying party in the defense or settlement of any claim. The indemnifying party shall not in any event, consent to any judgment, settlement, attachment, or lien, or any other act adverse to the

interests of any indemnified party without the prior written consent of each relevant indemnified party (such consent not to be unreasonably withheld or delayed).

9. Limitation of Liability.

a. Consequential Damages Waiver. SUBJECT TO CLAUSE 9.c., TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES, SHALL ANY NEO4J PARTY OR SUBSCRIBER, BE LIABLE TO (AS APPLICABLE) NEO4J, SUBSCRIBER, ANY END USER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, RELIANCE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION AND THE LIKE) ARISING OUT OF OR RELATING TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, USE AND/OR INABILITY TO USE THE SOFTWARE OR SERVICES, REGARDLESS OF THE LEGAL THEORY UPON WHICH ANY CLAIM FOR SUCH DAMAGES IS BASED AND EVEN IF THE RELEVANT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

b. Limitation of Damages. SUBJECT TO CLAUSE 9.c., TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL THE NEO4J PARTIES' OR SUBSCRIBER'S TOTAL CUMULATIVE LIABILITY TO (AS APPLICABLE) NEO4J, SUBSCRIBER, ANY END USER OR ANY THIRD PARTY FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, OR FOR INDEMNITY OR OTHERWISE), UNDER THIS AGREEMENT, AND REGARDLESS OF THE NUMBER OF CLAIMS, EXCEED THE TOTAL AMOUNT OF FEES PAID AND PAYABLE BY SUBSCRIBER TO NEO4J DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR DAMAGES; PROVIDED THAT, WITH RESPECT TO INDEMNIFICATION OBLIGATIONS UNDER SECTION 8.b. RELATED TO THIRD PARTY CLAIMS OF INFRINGEMENT, NEO4J'S TOTAL CUMULATIVE LIABILITY SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID BY SUBSCRIBER TO NEO4J DURING THE TWENTY-FOUR (24) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE CLAIM OF INFRINGEMENT.

c. Exclusions. The limitations in clauses a. and b. of this Section 9 shall not apply to the extent arising from (i) a party's fraud or willful misconduct, (ii) gross negligence in the provision of implementation or configuration services that results in physical harm or property damage, (iii) breach of confidentiality obligations, (iv) breach of the licenses granted herein, or license restrictions, (v) payment of license or other fees to Neo4j or (vi) Subscriber's indemnification obligations under Section 8.a.

d. Failure of Essential Purpose. THE PARTIES AGREE THAT THESE LIMITATIONS SHALL APPLY EVEN IF THIS AGREEMENT OR ANY LIMITED REMEDY SPECIFIED HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

e. Allocation of Risk. The sections of this Agreement that address indemnification, limitation of liability and 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.

10. Export. Subscriber 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. Subscriber agrees that it will not export or re-export the Software without the appropriate United States or foreign government licenses or permits.

11. Governing Law & Jurisdiction. This Agreement will be construed and enforced in all respects in accordance with the laws of the England and Wales, without reference to its choice of law rules. Except as set forth below in this Section 11, the courts seated in London, United Kingdom, will have sole and exclusive jurisdiction for all purposes in connection with any action or proceeding that arises from, or relates to, this Agreement, and each party hereby irrevocably waives any objection to such exclusive jurisdiction. Notwithstanding anything in this Agreement to the contrary, Neo4j may seek injunctive or other equitable relief in any court of competent jurisdiction to protect any actual or threatened misappropriation or infringement of its intellectual property rights or those of its licensors, and Subscriber hereby submits to the exclusive jurisdiction of such courts and waives any objection thereto on the basis of improper venue, inconvenience of the forum or any other grounds. Subscriber agrees that any breach of the license restrictions or other infringement or misappropriation of the intellectual property rights of Neo4j or its licensors will result in immediate and irreparable damage to Neo4j for which there is no adequate remedy at law. The United Nations Convention on Contracts for the International Sale of Goods in its entirety is expressly excluded from this Agreement, including, without limitation, application to the Software and services provided hereunder. Furthermore, this Agreement (including without limitation, the Software and services provided hereunder) will not

be governed or interpreted in any way by referring to any law based on the Uniform Computer Information Transactions Act (UCITA) or any other act derived from or related to UCITA.

12. Notices. All notices permitted or required under this Agreement shall be in writing and shall be delivered by personal delivery, e-mail, or by certified or registered mail, return receipt requested, and shall be deemed given upon personal delivery, five (5) business days after deposit in the mail, or upon confirmation of transmission if sent by email. Notices shall be sent to each party at their respective addresses as set forth in the Subscriber Information Form, as such contact information may be updated by each party from time-to-time pursuant to this Section 12. Without limiting the foregoing, whenever Subscriber visits the Site or sends e-mails to Neo4j, Subscriber is communicating with Neo4j electronically. For that reason, Subscriber also consents to receive communications from Neo4j electronically, including by e-mail and notices posted on the Site. Subscriber agrees that all agreements, notices, disclosures, and other communications that Neo4j provides to Subscriber electronically satisfy any legal requirement that such communications be in writing, to the extent permitted by applicable law.

13. General Provisions. Subscriber 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 (which includes all Order Forms entered into hereunder and the Support Services Terms and Consulting Services Terms) 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 Subscriber under separate written terms. The terms on any purchase order, confirmation, or similar document submitted by Subscriber to Neo4j will have no effect and are hereby rejected. In the event of any conflict or inconsistency between the terms and conditions of this Agreement and the terms of any Order Form, the terms and conditions of this Agreement shall govern, and the conflicting or inconsistent provision in the Order Form will have no force or effect unless expressly stated otherwise in the Order Form. 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 Subscriber's payment obligations hereunder which shall be made as soon as practicable in light of the force majeure event, 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. This Agreement may be signed electronically or entered into in one or more counterparts, each of which will be deemed an original, and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties through their duly authorized representatives hereby agree to the terms of this Agreement:

HM Revenue and Customs ("Subscriber")

Neo4j Sweden AB

Address: [Redacted]

City, State: [Redacted]

Postal Code and Country : [REDACTED]

VAT/Certification of Registration No.:

[REDACTED]

Signature:

Name (Print):

X

Title: XX

Date: 3/31/2020

Signature:

Name (Print):

Title:

Date: 3/31/2020

Exhibit A Consulting Services Terms

If Subscriber has purchased Consulting Services pursuant to an Order Form or Statement of Work, the following terms shall apply to the Consulting Services.

A. SERVICES

A.1 Services. Neo4j or its third party service provider will provide to Subscriber Consulting Services as are described on such work statements which are executed from time to time by both parties pursuant to this Agreement (the "Statement of Work(s)"). Each Statement of Work shall expressly reference this Agreement. Each Statement of Work will contain a description of the tasks to be performed and the deliverables to be produced by Neo4j. The applicable Statement of Work may include such additional terms and conditions as the parties may wish to include. In the event of a conflict between this Agreement or an Order Form and a Statement of Work, the terms of such Statement of Work shall control with respect to the Consulting Services provided pursuant to such Statement of Work.

A2. Deliverables. During the course of providing the Consulting Services, Neo4j may provide advice and training materials and may deliver to Subscriber computer software, documentation and other tangible deliverables, which shall hereinafter be referred to collectively as "Deliverables". Deliverables shall be deemed accepted upon receipt.

A3. Cooperation. Subscriber will reasonably cooperate and provide resources as set forth on a Statement of Work or as otherwise shall be necessary for Neo4j, or its third party service provider, to perform the Consulting Services. Except as specified on a mutually agreed upon Statement of Work, all Consulting Services shall be performed at Subscriber's facilities, and Subscriber shall provide electricity, reasonable accessories, storage, and full and unrestricted access to Subscriber's equipment and communication facilities and all other normal and customary facilities. Neo4j will not be responsible for any delays in the Consulting Services which are caused by the actions or omissions of Subscriber.

B. PROPRIETARY RIGHTS

All Deliverables and intellectual property rights embodied therein (except for Subscriber Confidential Information therein) developed or prepared for Subscriber by Neo4j under such Statement of Work shall remain the exclusive property of Neo4j (provided however, that Neo4j covenants not to reuse or distribute in any manner any portions of the Deliverables that incorporate Subscriber's Confidential Information). Unless otherwise specified in the Statement of Work and except with respect to certain Deliverables that are Third Party Software (in which case, such Deliverables are subject to the terms of Section 2.f. of the Agreement), Neo4j grants Subscriber a limited, personal, revocable, non-transferable, non-sublicensable, non-exclusive license during the term of this Agreement to: (i) use the Deliverables for Subscriber's internal business purposes and (ii) use any Deliverables that constitute an upgrade, update, improvement or modification to the Software on the same license terms as Section 2.a. and subject to Sections 2.d. and 2.e. Subscriber and its suppliers own and maintain any and all right, title and interest in and to proprietary Subscriber-provided materials.

C. WARRANTIES

Neo4j represents and warrants that the Consulting Services provided hereunder shall be provided in a professional and workmanlike manner and the Deliverables shall substantially conform to the Statement of Work. In the event of a breach of this warranty, Neo4j shall use commercially reasonable efforts to re-perform the applicable Consulting Services or re-deliver the applicable Deliverables within a reasonable time provided that Subscriber notifies Neo4j within thirty (30) days following the date of completion of the Consulting Services or delivery of the Deliverables, as applicable. The foregoing shall be Subscriber's sole and exclusive remedy, and Neo4j's sole and exclusive obligation, for a breach of the warranty set forth in this Section C.

D. CHANGES

Subscriber or Neo4j may, prior to the completion of the Consulting Services, request in writing changes to the Consulting Services of a Statement of Work. Changes may result in increased or decreased price and delivery time and Subscriber and Neo4j must agree to such changes in writing (via a change order "Change Order") or an amendment to an existing Statement of Work) before they become effective.

E. TERM

The term of each Statement of Work will begin upon the effective date specified therein and shall continue until the earlier of (i) termination of the Statement of Work as provided herein, or (ii) when all Consulting Services under an applicable Statement of Work have been provided. Unless otherwise agreed to in the specific Statement of Work,

a Statement of Work or Consulting Services may only be terminated upon mutual agreement of the parties. In no event shall Neo4j be liable to Subscriber or any third party as a result of termination of the Consulting Services or a Statement of Work hereunder for any costs or damages, including but not limited to costs associated with the loss of prospective profits, good will, or on account of expenditures, leases or commitments in connection with the business of Subscriber, or for any other reason whatsoever following from such termination.

F. EXPIRATION

Any Consulting Services that are provided as part of a subscription bundle must be performed and used within twelve (12) months of the Statement of Work effective date. Subscriber forfeits the right to schedule any Consulting Services hours from such subscription bundle after twelve (12) months and no credit or refund will be issued for any unused hours.

G. TRAVEL AND EXPENSES

Subscriber shall reimburse Neo4j for the reasonable actual travel and living expenses of its personnel engaged in the performance of Consulting Services at locations other than Neo4j facilities, together with other reasonable out-of-pocket expenses incurred in connection with the performance of the Consulting Services. Neo4j shall adhere to any travel policy reasonably promulgated and provided in advance to Neo4j by Subscriber.