GraphOS Subscription Agreement

Version Date: June 24, 2025

This GraphOS Subscription Agreement ("**Agreement**") is between Apollo Graph, Inc., a Delaware corporation ("**Apollo**," "**we**," "**us**," or "**our**") and you, the customer entering into this Agreement ("**Customer**," "**you**," or "**your**"). This Agreement governs your use of Apollo's *GraphOS®* API orchestration platform, consisting of cloud-hosted services and router software ("**GraphOS**") and related services.

Included in this Agreement: This Agreement consists of these General Terms and Conditions, your applicable Plan Schedule, any Orders, Exhibits, and our standard Policies.

Acceptance and Authority: You must be at least 18 years old (or the age of majority in your jurisdiction) to enter into this Agreement. If you are accepting this Agreement on behalf of a company or organization, you represent that you have authority to bind that entity. By accepting this Agreement (including by clicking '*Accept*,' '*Agree*,' or similar button), creating an account, placing an Order, or using our Services, you agree to these terms. This Agreement takes effect on the earlier of the date you first accept this Agreement or the date an Order referencing this Agreement is fully executed ("**Effective Date**").

Your Plan Schedule: Your subscription plan determines which Schedule applies to you:

- **Free Plan** → Schedule 1
- **Developer Plan** → Schedule 2
- **Standard Plan** → Schedule 3
- **Enterprise Plan** → Schedule 4

Order of Precedence: If documents conflict, this is the order that controls: (1) signed amendments, (2) Order Forms (including any attachments), (3) Plan Schedules, (4) General Terms and Conditions, (5) Exhibits, and (6) Policies. Your Plan Schedule adds to these General Terms and overrides them only for specific topics it covers (like liability caps or confidentiality).

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

"**Order**" means any ordering document that references this Agreement, where you subscribe through our sales-assisted process. Orders may be executed by mutual signature or accepted by Customer through a marketplace or reseller platform.

"**Order-Based Subscriptions**" mean subscriptions procured through Apollo's sales-assisted process via an executed Order, including Standard and Enterprise Plans purchased through direct sales, marketplace platforms, or authorized resellers.

"**Self-Service Subscriptions**" mean subscriptions procured via Online Checkout and include Free Plans as well as month-to-month Developer and Standard Plans purchased, renewed, modified, or cancelled entirely through Online Checkout.

"**Online Checkout**" means Apollo's web-based Self-Service Subscription process (including any registration, signup, or account-dashboard process), without execution of a mutually signed Order.

"**Services**" means the GraphOS platform and any software, APIs, features, and any related services, including technical support services ("**Support**"), we make available under your applicable subscription plan.

"**Usage Limits**" means the quantitative limits, minimum commitments, or quotas applicable to a subscription, each as set out in your Online Checkout or Order. Usage Limits apply for the entire subscription term unless the parties agree in writing to different limits, if you choose to upgrade during a subscription term, or as modified by automatic renewal terms in Section 10.5.

"**Customer Data**" means any data, information, or content processed by Customer through locally deployed components (including GraphOS Router).

"**Customer Content**" means data, information, or content that Customer and its users submit, upload, or otherwise provide to our cloud-hosted Services.

"**Commercial Features**" means functionality or code offered by Apollo that supplements a software product whose core is licensed under ELv2 (as defined below) or an open-source license and that is available to Customer only under a paid subscription.

2. GRANT OF RIGHTS AND RESTRICTIONS

2.1. License Grant. During your subscription term, we grant you: (a) the right to access and use our cloud-hosted Services; and (b) a limited, non-exclusive, non-transferable license (without sublicensing rights) to install and use our software-component Services on systems under your control. These rights are for your business purposes and subject to this Agreement, our technical documentation available at https://apollographql.com/docs ("**Documentatio**n"), and any conditions set forth in your Order. This Agreement only grants the rights explicitly stated.

2.2.   GraphOS Router. Our router software includes: (a) Apollo Router Core ("**Router Core**"), available under the Elastic License 2.0 ("ELv2") available at https://www.elastic.co/licensing/elastic-license, and (b) Commercial Features, available only under paid subscriptions (together with Router Core, "**GraphOS Router**"). When you have an active paid subscription, Apollo grants you a commercial, non-exclusive license to use GraphOS Router under Section 2.1 of this Agreement. This license provides access to Commercial Features while maintaining all ELv2 use restrictions. Violating any ELv2 conditions remains prohibited under this Agreement and constitutes a material breach. If your subscription terminates, your continued use of Router Core reverts to ELv2 and your entitlements to Commercial Features will cease. As pertaining to your use of GraphOS Router, Apollo has no access to, processing obligations for, or liability related to Customer Data.

2.3.   Open-Source Products. We distribute certain software, such as Apollo Client, Apollo MCP, and Apollo Server, under their respective open-source licenses (e.g., MIT License). Except for the limited Support commitment in the next sentence, all rights and obligations for those open-source products are governed solely by their own licenses and are outside the scope of this Agreement. For Enterprise Plan customers only and as set forth in Exhibit A (Technical Support Services), Apollo will provide Support for the open-source products as made available by Apollo and used in materially unmodified form; provided however, we have no Support obligation for forked or otherwise altered versions.

2.4.   Beta Features. Features designated as "*beta*," "*preview*," or "*early access*" are provided "AS IS" without warranties, service commitments, or indemnity obligations. We may modify or discontinue beta features at any time without notice. Beta features are confidential only if expressly designated as such. Not all beta features are confidential - confidentiality will be clearly indicated for specific features that require it. Our aggregate liability for beta features is limited to $100 USD or the applicable liability cap set forth in your Plan Schedule, whichever is lower. Beta features are not intended for production use, and you agree not to build business-critical functionality dependent on beta features.

3.   RESTRICTIONS AND RESPONSIBILITIES

3.1.   What You Cannot Do. Customer, and any entities, individuals, or programs acting on Customer's behalf or following Customer's directions (including any Affiliates, agents, end-users, or programmatic models or entities), must not:

(a)   reverse-engineer, decompile, disassemble, modify, or redistribute any part of the Services (except to the limited extent permitted by law and after giving Apollo prior written notice), or create derivative works of the cloud-hosted Services, Commercial Features, or any encrypted or license-key-protected component;

(b)   disable required Telemetry (as defined in Section 3.6 below) or monitoring, circumvent technical limits, or intentionally exceed Usage Limits without first upgrading or paying applicable fees;

(c)   rent, lease, sell, resell, sublicense, or otherwise commercially exploit the Services, or use them to develop, market, or offer competing products;

(d)   access the Services from embargoed locations, if Customer or its users appear on a U.S. or other government prohibited-party list, upload data subject to the International Traffic in Arms Regulations (ITAR) or similar restrictive export-control regimes;

(e)   violate any ELv2 conditions when using GraphOS Router (including Router Core) or other Apollo ELv2-licensed software;

(f)   store or transmit through the cloud-hosted Services (but not locally deployed components): (i) protected health information under HIPAA, (ii) PCI-DSS cardholder data, or (iii) any data that requires heightened security controls under applicable law, in each case without Apollo's prior written consent and execution of the necessary supplementary terms;

(g)   conduct excessive load-testing without Apollo's approval, take any action that could degrade or harm Apollo's infrastructure or other users, or otherwise use the Services in violation of applicable law; and/or

(h)   remove, alter, or obscure proprietary notices, or publicly disclose Service performance or benchmark results without Apollo's prior written consent.

3.2.   Your Responsibilities. Customer is solely responsible for:

(a)   all activities under Customer's credentials and keeping those credentials secure and confidential;

(b)   the accuracy, quality, and legality of any Customer Data and Customer Content;

(c)   adhering to all applicable laws and regulations and ensuring Customer's use of the Services does not subject Apollo to additional regulatory obligations;

(d)   protecting Customer's own systems and networks (Apollo is not liable for breaches arising from Customer's security controls); and

(e) recognizing that Apollo may impose or adjust reasonable limits on schema size, query complexity, rate, concurrent connections, or other resources to keep the Service stable and fair for all users and cooperating in good faith if usage patterns require adjustment or plan upgrades.

3.3.   Third-Party Services. If you use third-party applications or services with our Services, we: (a) are not responsible for their availability, security, or performance; (b) provide no warranties regarding the integration or compatibility; and (c) have no liability for your use of such services or their impact on our Services.

3.4.   Usage Monitoring. We may (but we are not required to) monitor usage to enforce limits and prevent abuse. Excessive usage that impacts our systems or other users may result in rate limiting, suspension, or required plan upgrades.

3.5.   Air-Gapped Deployments. Air-gapped deployments are subject to our prior written approval in our sole discretion and are available exclusively under Enterprise Plans. Where such deployments prevent usage metrics collection, Customer shall provide usage reports at reasonable intervals as we may request.

3.6.   Telemetry. Customer shall keep Telemetry enabled for all components of the Services (including refraining from setting the "*APOLLO_TELEMETRY_DISABLED=true*" router-environment variable) except in the following cases: (a) Customer has Apollo's prior written approval for a mutually agreed alternative usage-reporting method; (b) Customer operates an approved air-gapped deployment in which Telemetry is limited to operational metrics necessary for license-compliance verification; or (c) Telemetry is disabled unintentionally and Customer restores Telemetry or provides equivalent usage reports within 10 days after Apollo's written notice. Intentional, unapproved disabling that is not timely cured is a material breach. For purposes of this Agreement, "**Telemetry**" means operational, usage, and diagnostic data that the Services automatically generate and transmit to us. Telemetry is limited to non-personal, license-compliance and operational metrics and never includes end-user payloads.

3.7.   Content Removal and Suspension. We have no obligation to monitor Customer Content or Customer Data. However, we may limit access to or remove Customer Content, or suspend your access to the Services, if: (a) Customer Content violates applicable law, Section 3.1 restrictions, or the rights of others; (b) your use of the Services threatens the security or operation of our Services or infrastructure; (c) payment is overdue and you fail to cure the default within 10 days after written notice; (d) you engage in conduct that threatens our infrastructure or other users; or (e) you become subject to insolvency proceedings. We may also take such measures where required by law or at the request of a governmental authority. When practicable and legally permitted, we will give you the opportunity to remedy the issue before taking such measures. For other material breaches not listed above, we'll provide 10 days written notice and opportunity to cure before suspension, except where immediate action is necessary to prevent harm.

3.8.   Rate Limiting. Apollo operates a multi-tenant platform and may implement or adjust reasonable rate limits or similar technical controls on prior notice where practicable. For reductions that materially affect your existing traffic patterns, Apollo will give you reasonable notice (unless security or legal urgency dictates faster action) and work with you in good faith to identify mitigations or plan upgrades. Contact support@apollographql.com for increases beyond documented limits. These operational measures do not constitute Service modifications under Section 4 (Updates).

4.   UPDATES

4.1.   Updates. We will use commercially reasonable efforts to provide you with advance notice of any modifications, enhancements, upgrades, patches, or new versions of the Services that Apollo makes generally available to customers (collectively, "**Updates**") that may materially impact your use of the Services. Rate limit modifications and infrastructure capacity adjustments are not considered Updates and may be implemented without advance notice. For significant Updates, we'll provide at least 30 days' notice where commercially feasible, unless an Update is necessary to respond to a security threat or comply with applicable laws, in which case we'll notify you as soon as practicable.

4.2.   Acceptance. You agree to accept Updates in accordance with our standard deployment schedule or as otherwise communicated to you. Updates will be deployed as necessary to maintain security, compliance, and service functionality. If you have not applied a generally available Update that Apollo has designated as required, Apollo's Support and SLA obligations are suspended solely for issues that the Update would have remedied.

4.3.   Lifecycle Policy. We follow a documented feature lifecycle policy, including deprecation and end-of-life processes, as set forth in the Documentation (currently available at https://www.apollographql.com/docs/graphos/reference/feature-launch-stages#end-of-life-eol). You acknowledge that software lifecycles, support, and deprecations will be managed in accordance with this lifecycle policy.

5.   SUPPORT SERVICES. Support is provided as set forth in Exhibit A (Technical Support Services), which varies by subscription plan.

6.   AVAILABILITY; SERVICE CREDITS. Our availability / uptime targets and service level commitments are set forth in Exhibit B (Service Level Agreement). For clarity, only Enterprise Plans are eligible to receive service credits. Free, Developer, and Standard Plans do not receive service credits.

7.   FEES, PAYMENT, AND SELF-SERVICE SUBSCRIPTIONS

7.1.   Fees. Except as set forth in this Agreement or your Order, you must pay all fees specified in your Online Checkout or Order, and all fees are payable in USD, non-refundable, and exclusive of taxes. For Order-Based Subscriptions, subscription fees are invoiced annually upon Order execution and are due 30 days from invoice receipt, and any usage-based charges or overages are invoiced monthly in arrears and are due on receipt. For Self-Service Subscriptions, all fees (including usage and overages) are due on receipt.

7.2.   Taxes. You're responsible for all sales, use, value-added, and similar taxes, excluding only taxes based on our net income. If you're tax-exempt, you must provide valid exemption certificates. If we are required to remit any taxes that you should have paid directly, we may invoice those amounts, and you agree to pay them within 30 days of invoice.

7.3.   Late Payment; Disputes. Overdue amounts bear interest at 1.5% per month or the maximum rate permitted by law, whichever is less. Disputes must be raised in writing within 30 days of invoice, and undisputed amounts remain due when invoiced. Invoices that are not disputed in good faith within 30 days are deemed accepted.

7.4.   No Mid-Term Downgrades. You may not downgrade to a lower-priced plan during a subscription term. Downgrades take effect only upon renewal, and no exceptions or prorated adjustments will be permitted.

7.5.   Self-Service Subscriptions. For any Self-Service Subscription procured via Online Checkout: (a) acceptance occurs when you complete the online signup process; (b) your subscription details are specified in your account dashboard or checkout confirmation; (c) we may automatically charge your payment method for renewals, upgrades, and overages; and (d) you can cancel subscriptions through your account dashboard or by emailing support@apollographql.com, subject to the terms of this Agreement.

7.6.   Payment Methods. For Developer and Standard Plans, you must maintain a valid credit card on file. We may charge your credit card for all fees and may suspend Services if no valid payment method is available. For clarity, we use a third-party provider to process fees.

7.7.   Usage and Overages. For any usage in excess of the Usage Limits set forth in an Order or Online Checkout, Apollo may automatically invoice Customer for such overages at the end of each calendar month. All overage invoices are due on receipt. Unused amounts cannot be rolled over, credited, or refunded.

8.   PROFESSIONAL SERVICES

8.1.   Provision. If you purchase "**Professional Services**" (e.g., implementation, consulting, training, or other services), we will provide them as outlined in your Order or a statement of work (which may be attached to, or referenced via hyperlink in, an Order). Successful delivery depends on your timely cooperation.

8.2.   Deliverables. For GraphOS engagements, deliverables typically consist of professional assistance and recommendations for GraphQL and API outcomes or end-state results, configurations, and implementation guidance rather than custom-developed intellectual property intended for Customer ownership. Apollo retains ownership of all deliverables and any intellectual property developed in connection with Professional Services, except for Customer's pre-existing intellectual property. Unless otherwise specified in an Order or statement of work, Apollo grants Customer a nonexclusive, perpetual, royalty-free license to use deliverables solely in connection with Customer's authorized use of the Services, and deliverables are provided "*as is*" without maintenance, support, or acceptance criteria.

8.3.   Performance Standards. Fees secure our personnel's time and effort. We'll use commercially reasonable efforts to deliver services professionally but don't guarantee resolution of all requests. Timelines are estimates, not commitments.

8.4.   Consumption and Location. Professional Services must be consumed within 12 months from the Order start date unless otherwise specified. Services are provided remotely unless otherwise agreed. You'll reimburse reasonable travel expenses for requested onsite services. We will comply with your reasonable on-site policies that are provided to us in advance. Professional Services and resulting deliverables do not include ongoing operational support, infrastructure management, or monitoring of your systems.

9.   DATA RIGHTS AND PRIVACY

9.1.   Your Content. You grant us a worldwide, non-exclusive license to use, process, and display Customer Content solely as necessary to provide the cloud-hosted Services and as otherwise expressly permitted in this Agreement. This license applies only to Customer Content submitted to our cloud-hosted Services, not to Customer Data processed through locally deployed components (such as GraphOS Router), unless you expressly grant such access in connection with Professional Services.

9.2.   Service Data and Schema Data:

    (a)   Collection and Scope. During your subscription term, we automatically collect data about your use of the Services, including: (i) usage metrics, performance data, Telemetry data, and aggregated or anonymized data derived from your use ("**Service Data**"); and (ii) schemas, schema definitions, field usage patterns, query structures, type definitions, and related metadata submitted to or generated through the cloud-hosted Services ("**Schema Data**"). Schema Data includes the structure and organization of your APIs but

does not include the actual data values or content processed through those APIs. Service Data collection from locally deployed components (including GraphOS Router) is limited to operational Telemetry necessary for license compliance and does not include Customer Data.

(b) **Our Rights.** Apollo retains a perpetual, worldwide right to use, modify, and create derivative works from Service Data and Schema Data it collects solely to: (i) operate, secure, support, and improve the Services; (ii) develop new features, analytics, and other technologies (including algorithmic or automated models); and (iii) create aggregated or anonymized insights. Apollo will not publicly attribute Schema Data to you without your consent. Enterprise Plan customers may, by written request before or during a subscription term, discuss reasonable accommodations to limit Apollo's use of their Schema Data for technology-development purposes.

(c) **Our Commitment.** For Schema Data specifically, we may analyze schema structures, patterns, and usage to improve GraphQL tooling, generate recommendations, enhance developer experiences, and advance the GraphQL ecosystem. We won't publicly identify you as the source of specific Schema Data or publicly disclose Schema Data in a manner that would reasonably identify you as the source, without your consent. Additionally, we will not sell or share Service Data or Schema Data with third parties for advertising or similar commercial exploitation.

9.3. **Privacy and Security.** We process personal data in Customer Content in accordance with our Data Processing Addendum ("**DPA**", https://apollographql.com/apollo-data-processing-addendum.pdf) and privacy policy (https://apollographql.com/privacy-policy), which apply to all plans and are incorporated by reference. We don't act as a data processor for Customer Data processed through locally deployed components such as GraphOS Router. Instead, you're solely responsible for the security and compliance of Customer Data. We implement appropriate security measures to protect Customer Content in our cloud services (details at https://apollographql.com/trust).

9.4. **Data Export and Deletion.** Upon termination of Free or Developer Plans, we may delete Customer Content immediately or as specified in your Order or Plan Schedule. For Standard and Enterprise Plans, you have 30 days post-termination to access and retrieve Customer Content at no charge ("**Retrieval Period**"). After the Retrieval Period, we will promptly delete Customer Content in line with our retention practices and applicable laws, unless you request earlier deletion in writing, in which case we will do so within 30 days of your request.

10. TERM AND TERMINATION

10.1. **Term.** This Agreement begins on the Effective Date and continues for each subscription term specified in your Order or Plan Schedule.

10.2. **Termination for Cause.** Either party may terminate this Agreement upon 30 days' written notice if the other party materially breaches this Agreement and fails to cure the breach within the notice period. However, we may terminate immediately upon notice for your violation of applicable law or harmful use of our Services, or your payment default exceeding 30 days. We may suspend or delete inactive accounts after 12 months of non-use without any liability.

10.3. **Termination for Convenience:**

(a) **Free Plan and any Self-Service Subscriptions.** Either party may terminate a Free Plan or any Self-Service Subscription at any time by written notice (email or click-to-cancel options suffice). If Customer terminates a Self-Service Subscription, no refund will be due, and Customer will forfeit any minimum commitment fee already paid for that month (or other minimum commitment period set forth in your Online Checkout).

(b) **Order-Based Subscriptions.** Order-Based Subscriptions may not be terminated for convenience unless expressly permitted in an Order. If Customer exercises a right to terminate for convenience, no refund is due and all unpaid fees for the remainder of the subscription term become immediately due and payable.

10.4. **Effect of Termination.** Upon termination: (a) all rights granted to you immediately cease; (b) you must immediately discontinue all use of the Services; (c) all outstanding fees become immediately due; and (d) you must promptly return or destroy our confidential information.

10.5. **Automatic Renewal:**

(a) **Self-Service Subscriptions.** Self-Service Subscriptions automatically renew on a month-to-month basis unless you cancel in-product or by email notice before the end of the then-current month.

(b) **Order-Based Subscriptions.** Order-Based Subscriptions do not renew automatically unless expressly permitted in an Order. Renewal of such plans requires mutual execution of a new Order.

11. WARRANTIES AND DISCLAIMER

11.1. **Performance Warranty (Standard and Enterprise Plans):**

(a) **Warranty.** Apollo warrants that, beginning on the earlier of (i) the date Customer first deploys the Services in a production environment or (ii) 90 days after the Effective Date and continuing for 90 days thereafter ("**Warranty Period**"), the Services will operate in material conformity with the Documentation. Apollo further warrants that it will not materially decrease the overall security of the Services during the Subscription Term.

(b) **Claim Procedure.** To obtain warranty service, Customer must deliver a reasonably detailed written notice of the alleged non-conformity within 30 days after Customer first becomes aware of it and in any event no later than 30 days after the Warranty Period ends.

(c) **Exclusive Remedy.** Apollo will use commercially reasonable efforts to correct any reproducible non-conformity validated by Apollo. If Apollo determines that correction is impracticable, either party may terminate the affected Services, and Apollo will refund any prepaid fees covering the unused portion of the Subscription Term for those Services. THE REMEDIES IN THIS SECTION 11.1(C) ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES, AND APOLLO'S ENTIRE LIABILITY, FOR BREACH OF THE PERFORMANCE WARRANTY.

11.2. **Your Limited Warranties.** You represent that you're accessing the Services exclusively for business purposes, not as a consumer for personal, family, or household use. You agree that consumer protection statutes and regulations don't apply to this Agreement.

11.3. **Disclaimer**. THE SERVICES ARE PROVIDED '*AS IS*' AND '*AS AVAILABLE*.' EXCEPT AS EXPRESSLY SET FORTH IN YOUR APPLICABLE PLAN SCHEDULE, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND TITLE. WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE FROM HARMFUL COMPONENTS.

12. LIMITATION OF LIABILITY

12.1. **Consequential Damages Waiver.** We will not be liable to you or any third party for any indirect, special, incidental, consequential, cover, or punitive damages, or for damages related to business interruption, loss of profits, goodwill, use, data, or other intangible losses arising from or relating to this Agreement. This applies even if we were aware of the possibility of such damages. Additional limitations on consequential damages, if any, are specified in your applicable Plan Schedule. This waiver will not apply to the extent prohibited by applicable law. We are not responsible for third-party service availability, changes, or compatibility issues beyond our control.

12.2. **Liability Caps.** Subject to Section 12.3 (Uncapped Claims), liability caps are specified in your applicable Plan Schedule and apply cumulatively to all claims in aggregate across this Agreement.

12.3. **Uncapped Claims.** The following claims are not subject to the liability caps in Section 12.2: (a) for all plans, your payment obligations; (b) for Enterprise Plans and Standard Plans only, either party's obligation to make payments to third parties under indemnification provisions, misappropriation or infringement of the other party's intellectual property rights, or gross negligence, willful misconduct, or fraud by either party; and (c) for Free and Developer Plans, all claims against Apollo are subject to the liability caps specified in the applicable Plan Schedule to the fullest extent permitted by law**.**

12.4. **Customer Data Exclusion.** Apollo shall have no liability for any claims arising from or related to Customer Data processed through locally deployed components, including GraphOS Router.

13. INDEMNIFICATION

13.1. In this section, "**Indemnified Parties**" means, for Apollo, Apollo and its Affiliates and each of their respective directors, officers, employees, and agents, and, for Customer, Customer and its Affiliates and each of their respective directors, officers, employees, and agents. "**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with a party, where "control" means ownership of more than 50% of the voting interests.

13.2. **Your Indemnification.** Customer will defend, indemnify, and hold Apollo Indemnified Parties harmless from any third-party claim, and related damages, costs, and reasonable attorneys' fees finally awarded or settled, arising out of: (a) Customer Content; (b) any lack of rights to process Customer Data through the Services (including locally deployed components), even if Apollo never accesses such data; (c) Customer's or its users' material breach of this Agreement or applicable law; (d) Customer's combination of the Services with software or systems that Apollo did not provide or approve in the Documentation; or (e) Customer's combination of the cloud-hosted Services with data that violates the Section 3.1 restrictions.

13.3. **Our Indemnification:**

(a) For Standard and Enterprise Plans, Apollo will defend and indemnify Customer Indemnified Parties against any third-party claim alleging that the Services, when used as authorized under this Agreement, directly infringe a U.S. patent, trademark, or copyright, or misappropriate a trade secret, and will pay resulting damages, costs, and reasonable attorneys' fees finally awarded or agreed in settlement.

(b) For Developer Plans, Apollo will provide the same defense for third-party copyright or trade-secret claims only, limited to the unmodified Apollo-provided portions of the Services (excluding open-source components). Apollo's total liability for such claims will not exceed the liability cap stated for the Developer Plan in the applicable Plan Schedule.

(c) For Free Plans, Apollo has no indemnification obligations.

(d) Apollo has no obligation for claims arising from: (i) combinations Apollo did not supply or authorize; (ii) Customer's modifications or unauthorized use of the Services; (iii) any Apollo open-source software distributed under an open-source license; (iv) Customer's continued use after Apollo provides notice and a non-infringing alternative; or (v) Customer's use of unsupported versions when upgrading would avoid the claim.

13.4.   Indemnification Process. The Indemnified Party must promptly notify the indemnifying party in writing, grant the indemnifying party sole control of the defense and settlement (the indemnifying party may not settle without the Indemnified Party's written consent unless the settlement unconditionally releases the Indemnified Party), and provide reasonable cooperation at the indemnifying party's expense. Failure to give prompt notice relieves the indemnifying party of its obligations only to the extent it is materially prejudiced.

14.   GENERAL PROVISIONS

14.1.   Confidentiality. Each Plan Schedule contains the confidentiality terms that govern for that plan.

14.2.   Publicity Rights. We may identify you as a customer in marketing materials and on our website. Enterprise customers may opt out upon written notice to us at legal@apollographql.com.

14.3.   Assignment. You may not assign this Agreement without our prior written consent, which shall not be unreasonably withheld. However, you may assign this Agreement in its entirety to your successor resulting from a merger, acquisition, or sale of all or substantially all of your assets, provided that: (a) you provide us with prompt written notice; (b) the assignee agrees in writing to assume all obligations under this Agreement; and (c) the assignee complies with our procedural requirements for the assignment. If the assignment would exceed your Usage Limits, the assignee must upgrade to appropriate tiers before assignment. We may freely assign to an Affiliate or in connection with a merger, acquisition, or sale of substantially all assets, provided the assignee assumes all obligations hereunder. Any attempt to assign in violation of this section is void.

14.4.   Governing Law and Dispute Resolution. This Agreement is governed by Delaware law, excluding conflict of laws principles. Any dispute arising out of or relating to this Agreement shall be resolved through binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules in Wilmington, Delaware. The parties waive any right to jury trial and agree that neither party may bring claims in a class action, collective action, or representative capacity. All disputes must be brought individually. To the extent permitted by applicable law, any claim must be filed within 1-year after the issue arises, or the right to bring such claim is permanently waived. Notwithstanding the foregoing, either party may seek injunctive or other equitable relief in any court of competent jurisdiction to protect its intellectual-property or confidentiality rights. Nothing in this clause limits a party's right to seek provisional relief in a court of competent jurisdiction to prevent irreparable harm pending arbitration.

14.5.   Notices. All notices must be in writing. Legal notices to us should be sent to legal@apollographql.com with a copy to Apollo Graph, Inc., 1600 Bryant Street, #411447, SMB#20356, San Francisco, CA, 94141, Attn: Legal Department. We may send notices to you via: (a) the email address associated with your account; (b) the address provided in your Order Form or account settings; or (c) for Self-Service Subscriptions, through your account dashboard or in-product notifications. You agree to maintain current contact information and check your account regularly for important updates. Notices will be deemed delivered upon: (i) personal delivery; (ii) receipt when sent by recognized overnight courier with receipt request; (iii) the third business day after mailing; (iv) the first business day after email transmission; or (v) posting to your account dashboard. For general product updates, service announcements, and non-legal communications, we may use email, in-product notifications, our website, or your account dashboard.

14.6.   U.S. Government Rights. If you are the U.S. Government or contracting on its behalf, the Services constitute '*commercial computer software*' with only those rights set forth in this Agreement, consistent with FAR 12.211 and 12.212 and DFARS 252.227-7015 and 252.227-7202-1 et seq. where applicable. For all other U.S. federal, state, or local government entities, additional terms may apply. Contact legal@apollographql.com for government-specific terms.

14.7.   Miscellaneous. Your purchases are not contingent on delivery of future functionality or features or on any public statements we may make about future capabilities. Except for payment obligations, neither party is liable for force majeure events beyond its reasonable control, provided that the affected party will use commercially reasonable efforts to resume performance and will keep the other party reasonably informed. No waiver of any provision will be implied from conduct or failure to enforce, and no waiver will be effective unless in writing signed by the waiving party. If any provision is found unenforceable, it shall be modified to the minimum extent necessary to make it enforceable. The parties are independent contractors, and no agency, partnership, or joint venture is created. We may use subcontractors and Affiliates in performing our obligations. This Agreement may be executed in counterparts and by electronic signature. You consent to receive communications electronically via email or website postings, which satisfy any legal requirement for written

communications. Lists preceded by '*including*' are illustrative and not exhaustive, and all website references include successor sites. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements.

14.8.   Changes:

(a)   Apollo may modify or discontinue the Free Plan or any of its features at any time, for any reason, notwithstanding anything to the contrary in this Agreement. Apollo will use commercially reasonable efforts to provide advance notice but does not guarantee a minimum notice period.

(b)   For Developer or Standard Plans purchased via Online Checkout, Apollo may modify plan names, pricing, features, or Usage Limits with at least 30 days' prior notice, with such changes applying only upon the next renewal following the notice period.

(c)   For Standard and Enterprise Plans purchased via Order, Apollo will not modify pricing, features, or Usage Limits during the committed subscription term unless required to comply with applicable law, respond to a security or operational threat, or mutually agreed in writing. All other material changes will take effect only upon renewal following at least 30 days' notice.

(d)   Apollo may update these General Terms and Conditions or Policies by posting an updated version on its website with at least 30 days' prior notice. For paid plans, such changes will not apply until the next renewal following the notice period, unless required by law, regulation, or security exigency and Apollo reasonably determines they must take effect sooner. In cases where changes must be applied before the next renewal, if Customer reasonably demonstrates that the change materially and adversely affects its use of the Services, Customer may terminate the affected Services with written notice within 30 days of the change taking effect, and Apollo will issue a prorated refund for the unused portion of the subscription term.

14.9.   Export Controls and Anti-Corruption. Each party will comply with applicable export control laws and anti-corruption laws, including the U.S. Foreign Corrupt Practices Act and UK Bribery Act 2010. You represent you're not on any government prohibited party list and won't access Services from embargoed locations.

14.10.   Marketplace and Reseller Sales. For subscriptions purchased through third-party marketplaces or Apollo-authorized resellers (collectively, "**Resellers**"), the following terms apply (primarily for Enterprise Plans, unless otherwise agreed in writing): (a) references to '*Order*' mean the ordering document between Apollo and Reseller; (b) Apollo may suspend Customer access if Reseller payment is not received within 10 days of Apollo's non-payment notice to Reseller; (c) Resellers cannot modify this Agreement or bind Apollo to additional obligations; (d) Customer's rights governed solely by this Agreement, not any Reseller agreement; (e) for liability calculations, fees paid by Reseller to Apollo will be used; and (f) refund obligations are between Customer and Reseller (i.e., Apollo has no direct refund obligation to Customer).

<u>**SCHEDULE 1 – FREE PLAN**</u>

Services. Features and Usage Limits are specified in your Online Checkout.

Warranties. THE FREE PLAN IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. Each party warrants authority to enter this Agreement.

Confidentiality. You agree to maintain the confidentiality of any proprietary information we share with you (including non-public source code and proprietary information), using reasonable care. This means you will: (a) not disclose to third parties without our written consent; (b) use solely for this Agreement's purposes; (c) limit access to employees/advisors with need-to-know who are bound by equivalent confidentiality obligations; and (d) return or destroy upon termination or request. Disclosure may cause irreparable harm, we may seek equitable relief, including injunction and specific performance, without prejudice to any other rights or remedies we may have. These obligations don't apply to information that you can demonstrate: (a) is or becomes publicly available through no breach by you; (b) was rightfully in your possession prior to disclosure without breach of any confidentiality obligation; (c) is rightfully received from a third party without breach of any confidentiality obligation; (d) is independently developed without use of or reference to confidential information; or (e) must be disclosed pursuant to applicable law, court order, or government regulation, provided you give Apollo reasonable advance notice and cooperates in any effort to obtain confidential treatment.

Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, OUR TOTAL AGGREGATE LIABILITY SHALL NOT EXCEED ONE HUNDRED U.S. DOLLARS ($100) FOR ALL CLAIMS IN AGGREGATE. WE SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES. OUR MAXIMUM TOTAL LIABILITY FOR ALL CLAIMS IN AGGREGATE WILL NOT EXCEED THESE LIMITS AND APPLIES CUMULATIVELY ACROSS THIS AGREEMENT (INCLUDING ALL ORDERS AND YOUR AFFILIATES AND RELATED COMPANIES). THESE LIMITATIONS APPLY TO ANY AND ALL TYPES OF LEGAL CLAIMS INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WILL SURVIVE EVEN IF ANY LIMITED REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. THIS LIMITATION APPLIES REGARDLESS OF THE FORM OF ACTION AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SCHEDULE 2 – DEVELOPER PLAN

Services. Features, Usage Limits, and minimum commitments (if applicable) are specified in your Online Checkout.

Fees and Payment Terms. Monthly, usage-based charges (including any usage or overages invoiced monthly in arrears) are as set forth in the Online Checkout. Invoices are due on receipt.

Confidentiality. You agree to maintain the confidentiality of any proprietary information we share with you (including non-public source code and proprietary information), using reasonable care. This means you will: (a) not disclose to third parties without our written consent; (b) use solely for this Agreement's purposes; (c) limit access to employees/advisors with need-to-know who are bound by equivalent confidentiality obligations; and (d) return or destroy upon termination or request. Disclosure may cause irreparable harm, we may seek equitable relief, including injunction and specific performance, without prejudice to any other rights or remedies we may have. These obligations don't apply to information that you can demonstrate: (a) is or becomes publicly available through no breach by you; (b) was rightfully in your possession prior to disclosure without breach of any confidentiality obligation; (c) is rightfully received from a third party without breach of any confidentiality obligation; (d) is independently developed without use of or reference to confidential information; or (e) must be disclosed pursuant to applicable law, court order, or government regulation, provided you give Apollo reasonable advance notice and cooperates in any effort to obtain confidential treatment.

Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, OUR TOTAL AGGREGATE LIABILITY SHALL NOT EXCEED FEES PAID BY YOU IN THE 3 MONTHS PRECEDING THE CLAIM. WE SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES. OUR MAXIMUM TOTAL LIABILITY FOR ALL CLAIMS IN AGGREGATE WILL NOT EXCEED THESE LIMITS AND APPLIES CUMULATIVELY ACROSS THIS AGREEMENT (INCLUDING ALL ORDERS AND YOUR AFFILIATES AND RELATED COMPANIES). THESE LIMITATIONS APPLY TO ANY AND ALL TYPES OF LEGAL CLAIMS INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WILL SURVIVE EVEN IF ANY LIMITED REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. THIS LIMITATION APPLIES REGARDLESS OF THE FORM OF ACTION AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SCHEDULE 3 – STANDARD PLAN

Services. Features, Usage Limits, and minimum commitments (if applicable) are specified in your Online Checkout or Order.

Fees and Payment Terms:

- **Self-Service Subscriptions.** Monthly, usage-based charges (including any usage or overages invoiced monthly in arrears) are as set forth in the Online Checkout. Invoices are due on receipt.
- **Order-Based Subscriptions.** All fees (including any annual minimum commitments) are as set forth in the Order, with Net 30 payment terms unless otherwise specified.

Mutual Confidentiality. Each party agrees to maintain the other party's confidential information in strict confidence using no less than the same degree of care it uses to protect its own confidential information, and in no event less than reasonable care. "**Confidential information**" means any non-public information disclosed by one party to the other that is marked confidential or would reasonably be understood to be confidential given the nature of the information and circumstances of disclosure. These obligations don't apply to information that the receiving party can demonstrate: (a) is or becomes publicly available through no breach by the receiving party; (b) was rightfully in the receiving party's possession prior to disclosure without breach of any confidentiality obligation; (c) is rightfully received from a third party without breach of any confidentiality obligation; (d) is independently developed without use of or reference to confidential information; or (e) must be disclosed pursuant to applicable law, court order, or government regulation, provided the receiving party gives the disclosing party reasonable advance notice and cooperates in any effort to obtain confidential treatment. Each party agrees to: (i) hold confidential information in strict confidence; (ii) not disclose confidential information to third parties without the disclosing party's prior written consent; (iii) use confidential information solely for the purposes of this Agreement; (iv) limit access to confidential information to employees, agents, and advisors who have a legitimate need to know and who are bound by confidentiality obligations no less protective than those contained herein; and (v) return or destroy all confidential information upon termination of this Agreement or upon request. Each party acknowledges that disclosure of confidential information would cause irreparable harm for which monetary damages would be inadequate, and therefore each party may seek equitable relief, including injunction and specific performance, without prejudice to any other rights or remedies it may have.

Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, OUR TOTAL AGGREGATE LIABILITY SHALL NOT EXCEED FEES PAID BY YOU IN THE 12 MONTHS PRECEDING THE CLAIM. WE SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES. OUR MAXIMUM TOTAL LIABILITY FOR ALL CLAIMS IN AGGREGATE WILL NOT EXCEED THESE LIMITS AND APPLIES CUMULATIVELY ACROSS THIS AGREEMENT (INCLUDING ALL ORDERS AND YOUR AFFILIATES AND RELATED COMPANIES). THESE LIMITATIONS APPLY TO ANY AND ALL TYPES OF LEGAL CLAIMS INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WILL SURVIVE EVEN IF ANY LIMITED REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. THIS LIMITATION APPLIES REGARDLESS OF THE FORM OF ACTION AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SCHEDULE 4 – ENTERPRISE PLAN

Services. Features, Usage Limits, and minimum commitments (if applicable) are specified in your Order.

Fees and Payment Terms. All fees (including any annual minimum commitments) are as set forth in the Order, with net 30 payment terms unless otherwise specified.

Limitation of Liability

- **Mutual Waiver:** NEITHER PARTY WILL BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, OR PUNITIVE DAMAGES, OR FOR DAMAGES RELATED TO BUSINESS INTERRUPTION, LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES. THIS APPLIES EVEN IF A PARTY WAS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.
- **General Cap:** SUBJECT TO SECTION 12.3(B) OF THE GENERAL TERMS AND CONDITIONS, OUR TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS SHALL NOT EXCEED THE TOTAL FEES PAID BY CUSTOMER IN THE 12 MONTHS IMMEDIATELY PRECEDING THE FIRST INCIDENT GIVING RISE TO LIABILITY ("**GENERAL CAP**").
- **Super Cap:** SUBJECT TO SECTION 12.3(B) OF THE GENERAL TERMS AND CONDITIONS, FOR ANY CLAIMS RELATED TO CUSTOMER CONTENT AND/OR CUSTOMER DATA (WHETHER CONFIDENTIALITY BREACHES, DATA SECURITY INCIDENTS, DPA VIOLATIONS, OR OTHERWISE), OUR TOTAL AGGREGATE LIABILITY SHALL NOT EXCEED TWO TIMES (2X) THE GENERAL CAP ("**SUPER CAP**").
- **Cumulative Application:** OUR MAXIMUM TOTAL LIABILITY FOR ALL CLAIMS IN AGGREGATE WILL NOT EXCEED THE SUPER CAP LIMIT AND APPLIES CUMULATIVELY ACROSS THIS AGREEMENT (INCLUDING ALL ORDERS AND YOUR AFFILIATES AND RELATED COMPANIES). THESE LIMITATIONS APPLY TO ANY AND ALL TYPES OF LEGAL CLAIMS INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, AND WILL SURVIVE EVEN IF ANY LIMITED REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. THIS LIMITATION APPLIES REGARDLESS OF THE FORM OF ACTION AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Mutual Confidentiality. Each party agrees to maintain the other party's confidential information in strict confidence using no less than the same degree of care it uses to protect its own confidential information, and in no event less than reasonable care. "**Confidential information**" means any non-public information disclosed by one party to the other that is marked confidential or would reasonably be understood to be confidential given the nature of the information and circumstances of disclosure. These obligations don't apply to information that the receiving party can demonstrate: (a) is or becomes publicly available through no breach by the receiving party; (b) was rightfully in the receiving party's possession prior to disclosure without breach of any confidentiality obligation; (c) is rightfully received from a third party without breach of any confidentiality obligation; (d) is independently developed without use of or reference to confidential information; or (e) must be disclosed pursuant to applicable law, court order, or government regulation, provided the receiving party gives the disclosing party reasonable advance notice and cooperates in any effort to obtain confidential treatment. Each party agrees to: (i) hold confidential information in strict confidence; (ii) not disclose confidential information to third parties without the disclosing party's prior written consent; (iii) use confidential information solely for the purposes of this Agreement; (iv) limit access to confidential information to employees, agents, and advisors who have a legitimate need to know and who are bound by confidentiality obligations no less protective than those contained herein; and (v) return or destroy all confidential information upon termination of this Agreement or upon request. Each party acknowledges that disclosure of confidential information would cause irreparable harm for which monetary damages would be inadequate, and therefore each party may seek equitable relief, including injunction and specific performance, without prejudice to any other rights or remedies it may have.

EXHIBIT A

Technical Support Services

A.1 Support Scope

Break-Fix Support. We provide Support for reproducible errors and defects that prevent the Services from conforming substantially to the Documentation. Technical support services and resolutions may include troubleshooting, diagnosis, fixes, workarounds, and other appropriate solutions. Support is delivered remotely, in English, by Apollo personnel or contractors located worldwide.

Support Requests. Submit tickets through the ticket channels listed in A.3. Each ticket must specify a priority level (P1-P4). Tickets without a designation default to P4. Apollo may re-classify priority based on actual business impact.

Community Forum: The Apollo Community Forum (https://community.apollographql.com) is a free, public space for developers to ask questions and share best practices ("**Forum**"). Participation is governed exclusively by the Forum's own published terms of service and code of conduct and is *not* covered by this Agreement.

A.2 Priority Level Definitions

Priority Level	Description
P1	Services are severely impacted or completely shut down or there is a defect in Services that makes Customer's use impossible, with no alternative available
P2	Services are functioning with limited capabilities, or Services are unstable with periodic interruptions
P3	Medium-to-low impact on Services but issue does not prevent Customer from accessing and using critical functionality of Services
P4	Low-to-no impact on Customer's access to and use of Services, including a need to clarify procedures or information in Documentation, cosmetic or non-functional defects, or to report defects in the Documentation

A.3 Support Coverage by Plan Level

Coverage windows are targeted objectives, not contractual commitments, and failure to meet them is not a breach of this Agreement.

Plan	Support Level	Business Day Coverage	Holiday/Weekend Coverage	Ticket Channels
Free	Community Support	Not Provided	Not Provided	Forum only
Developer	Developer Support	Standard Business Hours	Not Provided	Help Center, Studio, Email
Standard	Standard Support	Standard Business Hours	Not Provided	Help Center, Studio, Email
Enterprise	Business Support[1] Premier Support (Add-On)[2]	P1/P2: 24x7x365 P3/P4: Enterprise Business Hours	P1/P2: 24x7x365	Help Center, Studio, Email

Help Center: Located at https://support.apollographql.com/
Business Days: M-F, excluding Apollo holidays (currently New Year's Day, Martin Luther King Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving and following Friday, Christmas Eve, and Christmas Day)
Standard Business Hours: 05:00-17:00 PT (08:00-20:00 ET)
Enterprise Business Hours: 00:00-17:00 PT (03:00-20:00 ET)

[1] *Enterprise Business and Premier Support also covers the current version of Apollo open-source projects (Apollo Client, Apollo MCP, Apollo Server) as distributed by Apollo and used in materially unmodified form.*

[2] *For customers that need enhanced options, Apollo offers a separate Premier Support add-on for additional fees, which includes enhanced initial response targets, a dedicated support queue, and more. Premier Support is available only to eligible Enterprise Plan customers (or other customers if Apollo agrees in writing) and must be expressly listed on the applicable Order Form. Contact support@apollographql.com for details.*

A.4 <u>Initial Response Time Targets</u>[3]

Response times below are targeted objectives, not contractual commitments, and failure to meet them is not a breach of this Agreement.

Priority Level	Developer Support	Standard Support	Business Support	*Premier Support*
P1	Not Provided	4 Business Hours	1 hour (24/7/365)	*30 minutes (24/7/365)*
P2	Not Provided	8 Business Hours	4 hours (24/7/365)	*2 hours (24/7/365)*
P3	Not Provided	2 Business Days	1 Business Day	*1 Business Day*
P4	Not Provided	3 Business Days	3 Business Days	*2 Business Days*

[3] *Response times are measured from ticket submission during the applicable Support window. The Premier Support column applies only to customers that have purchased the Premier Support add-on.*

A.5 <u>Support Exclusions</u>

Support does not include:

- Advisory services (implementation, configuration, integration, customization, training, or administrative assistance)
- Issues arising from unauthorized modifications to the Services
- Issues arising from outdated versions of the Services (where an Update or new version was made available and communicated to Customer)
- Problems not addressed in Documentation
- Custom implementations or integrations
- Performance optimization or architecture consulting
- Support requests from parties other than the contracting Customer

Additional services may be available separately through Professional Services.

EXHIBIT B

Service Level Agreement
(Service Credits for Enterprise Plans Only)

B.1 Scope and Architecture

This Service Level Agreement ("**SLA**") applies to Apollo Studio cloud-hosted Services only.

GraphOS is architected so that your mission-critical runtime operations (GraphOS Router) run entirely within your own infrastructure and environment, ensuring your API traffic and performance are not wholly dependent on Apollo Studio.

Apollo Studio provides development, observability, and management capabilities that enhance your GraphOS deployment but does not affect runtime availability.

B.2 Uptime Commitment and Measurements

Apollo commits to 99.90% monthly uptime for Apollo Studio, measured by our monitoring systems and available for current and historical viewing on our public status page, at https://status.apollographql.com/.

Uptime is calculated monthly from 12:00 AM UTC on the first day of each calendar month to 11:59 PM UTC on the last day of that month. Downtime is defined as any period during which Apollo Studio is unavailable or substantially non-functional for a majority of users, as determined by our monitoring systems

B.3 Service Credits

If Apollo fails to meet the uptime commitment, Enterprise Plan customers may request service credits as follows:

Monthly Uptime Availability	Service Credit (Average Monthly Fee)
Less than 99.9% but ≥ 99.0%	5%
Less than 99.0% but ≥ 95.0%	10%
Less than 95.0%	15%

Average monthly fee means the total subscription fees actually paid for the affected Service during the 12 calendar months immediately preceding the outage, divided by 12 (or, if fewer than 12 months have elapsed, divided by the number of completed months)

For clarity, customers on Free, Developer, and Standard Plans are not eligible and may not request service credits.

B.4 Credit Process

- Submit requests within 30 days after month-end via service ticket
- Include specific dates/times of experienced downtime
- Confirmed credits apply to next billing cycle and cannot exceed the monthly fee for the affected service
- Credits have no cash value and cannot be transferred or applied to other Apollo services

B.5 SLA Exclusions

This SLA does not apply to downtime caused by:

- Customer non-compliance, misuse, or unauthorized modifications
- Force majeure events beyond Apollo's reasonable control
- Internet, DNS, or network failures outside Apollo's direct control
- Third-party applications, services, or equipment not provided by Apollo
- Scheduled maintenance (with reasonable advance notice when feasible, including by subscribing to notifications on the public status page)
- Emergency maintenance required for security or critical system stability
- Partial degradation that does not prevent core GraphQL operations
- Beta or preview features clearly marked as such

B.6 Exclusive Remedy

Service credits are Customer's sole and exclusive remedy for SLA failures. Apollo's total liability for availability issues shall not exceed the service credits specified herein.