

Terms of Service

1. Your Agreement with Neon

1.1 Your use of Neon Products is governed by this agreement (the “Terms”). “Neon” means Neon, Inc., a US company, and its subsidiaries or affiliates involved in providing Neon Products. “You” and derivatives refer to Neon’s Customer as defined in the “Definitions” section.

1.2 To use Neon Products, you must first agree to the Terms. You can agree to the Terms by registering for an Account on Neon’s Platform. Your registration and access to the Platform or use of any Neon Products will be deemed acceptance of the Terms. If you do not agree to the Terms, do not use or access Neon Products.

1.3 You may not use Neon Products if you are a person barred from receiving Neon Products under the laws of the United States or other countries, including the country in which you are resident or from which you use Neon Products. In addition, if you are 16 years old or younger, you may not use Neon Products or the Neon Website. If you do register an Account or access or use Neon Products or the Neon Website, you affirm that you are over the age of 16.

1.4 You agree that your use of Neon Products is not contingent on the delivery of any future functionality or features or dependent on any oral or written public comments made by Neon or any of its affiliates regarding future functionality or features.

2. Your Account and Use of Neon Products.

2.1 You must provide accurate and complete registration information any time you register to use Neon Products on the Neon Platform and/or Neon Website. You are responsible for the security of your passwords and for any use of your Account. If you

become aware of any unauthorized use of your password or of your Account, you agree to notify Neon immediately. You may not share your access credentials with any other individuals; any such sharing shall constitute a material breach of these Terms.

2.2 If you use an email address provided by an organization you are affiliated with, you hereby represent that you have authority to use that organization's domain to sign up for Neon Products in your capacity as a member of that organization. The organization, as the owner of the domain associated with your email address, may assume control over and manage your use of Neon Products. In such a case, any references to "you" or "your" will pertain to the applicable organization, and your organization's designated administrator (your "Admin") may (i) control and administer the Account, including modifying and terminating your access, and (ii) access and process your data, including the contents of your communications and files. If your organization is administering your use of NeonProducts, you must direct your data subject requests and privacy inquiries to your Admin.

2.3 Neon will grant administrative privileges to one Admin for the purpose of setting up access credentials for other Authorized Users. Authorized Users may not share access credentials with any other individuals; any such sharing shall constitute a material breach of the Terms. The Admin must de-authorize access of any employee or person who is no longer an Authorized User within fifteen (15) days thereof. Neon may request the Admin to confirm whether email addresses for the Authorized Users are active and in good standing.

2.4 You acknowledge that to the extent your Authorized Users are invited to access a third-party's Projects, any access to those Projects as well as any Content the Authorized Users submit will be under the sole control of that other Customer.

2.5 You shall control who you share Projects with (including making Projects public). Neon has no liability for how others may access or use your Project as a result of your or your Authorized Users' decision to share a Project.

2.6 Your use of Neon Products must comply with all applicable laws, regulations, and ordinances, including any laws regarding the export of data or software and sanctions. You or the organization you represent shall be fully responsible for your Authorized Users' compliance with the Terms and all use of Neon Products.

2.7 You agree not to: (a) access (or attempt to access) the Neon Platform or administrative interface of Neon Products by any means other than through your Account or other interface that is provided by Neon in connection with Neon Products, unless you have been specifically allowed to do so in a separate written agreement with Neon, or (b) engage in any activity that interferes with or disrupts Neon Products (or the servers and networks which are connected to Neon Products).

2.8 You may not Transfer to or through the Platform any information or materials that are unlawful or injurious, or that contain, transmit, or activate any Harmful Code or are deemed or could be deemed offensive, harassing, inappropriate, or discriminatory.

2.9 You may access the Neon Platform and/or use Neon Products to manage your Projects and perform all the related activities, including running queries, and compute scaling operations. You may not access the Platform or use Neon Products for the purpose of bringing an intellectual property infringement claim against Neon or to create a product or service competitive with Neon Products, or for any unlawful activities.

3. Privacy , Personal Data, and Customer Data

3.1 The use of Neon Products and Website shall be subject to the [privacy policy](#) and terms of the Data Processing Agreement (available at www.neon.tech/dpa) (the "DPA") are hereby incorporated by reference and will apply to Customer Personal Data. The DPA sets out how we will process Customer Personal Data on your behalf in connection with the Services provided to you under this Agreement. We will maintain commercially appropriate administrative, physical, and technical safeguards to protect Customer

Personal Data as described in the DPA, including our Security Measures in Annex 2 of our DPA.

3.2 It is crucial to ensure that your use and processing of Content with our Products adhere to these Terms and all relevant laws, including Data Protection Laws. You're accountable for configuring and using our Products appropriately to maintain the necessary level of processing, security, protection, and backup of Content.

3.3 "Sensitive Information," as defined in these Terms, encompasses any Personal Data, including that of your end-users that is subject to heightened security requirements due to internal policies, practices, or legal regulations such as HIPAA, GLBA, and FERPA e.g. We want to make it clear that as we do not currently hold the appropriate accreditation, Neon Products are not intended for processing or storing Sensitive Information. We do not knowingly process or collect any Sensitive Information from you or on your behalf and if you choose to Transfer Sensitive Information using our Products, you do so at your own risk, and you will be solely liable for any resulting liabilities.

3.4 The Customer (for itself and all of its Authorized Users) grants Neon the right to use Customer Data solely as necessary (a) to provide, maintain, improve, promote, protect, and update the Services and the Platform; (b) to prevent or address service, security, support, or technical issues related to the Services and the Platform; (c) as required by law or as permitted by the Privacy Policy or Data Processing Agreement; or (d) as expressly permitted in writing by the Customer.

3.5 Notwithstanding the foregoing, Neon may disclose the Customer Data, including any Confidential Information, as required by applicable laws and requirements or regulatory body or governmental authority. Neon shall give the Customer a prompt notice, if permitted by applicable law, of any such legal or governmental request. Neon will use all commercially reasonable efforts to cooperate with the Customer in any effort to seek a protective order or otherwise to contest such required disclosure, at the Customer's expense.

3.6 We may transfer Customer Data (including Customer Personal Data) to the United States in connection with the Services. To the extent we process Personal Data that is subject to the protection of European Data Protection Laws (as defined in the DPA) in the United States, we will process such Personal Data in accordance with the EU-U.S. Data Privacy Framework, the UK Extension to the EU-U.S. Data Privacy Framework, and the Swiss-U.S. Data Privacy Framework (collectively, the “Data Privacy Framework”) as set out in our DPA. For more information about the Data Privacy Framework, please see our Privacy Policy.

3.7 Unless expressly stated herein or in the applicable Order Form, Neon will have no responsibility or liability for any Customer Data Transferred through the Platform, nor for any actions taken by the Customer or the Authorized Users as a result of Customer Data Transfers. Neon shall not bear any liability or responsibility in relation to the accuracy of the Customer Data, nor does Neon endorse any opinion contained in any of the Content Transferred through the Platform.

4. Fees for the use of Neon Products

4.1 Neon Products will be provided according to the Plan selected in the specific Order. Your subscription to any Plan will automatically-renew for the same term as the previous Subscription Term unless you cancel your Plan 14 business days in advance of the applicable renewal date or as otherwise agreed in the Order.

4.2 The Fees for Neon Products will depend on your selected Plan as set forth in the Order. The Fees will be calculated based on your usage of Neon Products within a certain billing cycle without offset or deduction at the cadence identified in the Order (e.g., monthly or annually).

4.3 All Fees, refunds and Taxes due hereunder will be paid in U.S. dollars. Payment obligations are non-cancelable and, except as expressly stated in these Terms, your payments of the Fees are non-refundable.

4.4 The billing cycle will start on the first day of the month or first date of your Subscription Term (whatsoever applies) and end on the last day of each calendar month unless otherwise agreed in the applicable Order.

4.5 Neon will calculate your usage of Neon Products based on rates and certain consumption units, described [here](#), agreed in the specific Order to determine the Fees during the prior billing period and then invoice you on or about the 1st day of the following billing period. Unless you and Neon agreed in the Order otherwise, all Fees are due on the first day of the month following the billing cycle and will be automatically charged to your card on or about the invoice date. For example, your usage for the month of January will be calculated and invoiced on or about February 1; and your credit card will be charged simultaneously.

4.6 You acknowledge and agree that Neon will automatically charge your payment card or other payment instrument on record with Neon in connection with your use of Neon Products in accordance with the billing terms in effect when Fees are due and payable.

4.7 You represent and warrant to Neon that all of your payment information is true and that you are authorized to use the payment instrument provided in connection with your Account. You will promptly update your Account information with any changes (for example, a change in your billing address or credit card expiration date) that may occur.

4.8 If you fail to make any payment when due, and you have not notified Neon in writing to ar@neon.tech within seven (7) days of the payment becoming due and payable that the payment is subject to a good faith dispute, without limiting Neon's other rights and remedies: (i) Neon may charge interest on the undisputed past due amount at the rate of 1.5% per month, calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) if Neon requests, you shall reimburse Neon for all costs due for storage of your Projects and other Content, and other reasonable costs incurred by Neon in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for seven (7) days or more, Neon may suspend your Account and your Authorized Users' access to

any portion or all of Neon Products or downgrade you to the Free Tier until such amounts are paid in full. If non-payment is a result of a dispute, Neon may suspend services and access to Neon Products until the dispute is resolved and payment is made, if applicable, upon prior notice to you.

4.9 If your Fees remain due for more than sixty (60) days following the applicable payment due date, Neon has the right to deactivate your access to the Neon Platform completely and permanently delete any and all of your Projects and other Content which may be contained in connection with your Account. Any notices provided by Neon regarding downgrading to the Free Tier, suspension or termination of your Account or deletion of your Data/Projects is a courtesy and is not required. You are responsible for maintaining your Account in good standing, including payment of all Fees when due.

4.10 You may upgrade or downgrade to any other Plan level that Neon offers or cancel your Order at any time during your Subscription Term, provided that a cancellation and downgrade will not be effective until the next billing period and full payment of the Fees due for the previous billing period have been received by Neon.

4.11 Neon may change its pricing model, Fees, and payment terms at its discretion, provided, however, that such changes will not take effect for you until the start of the next billing period. Neon will provide written notice to you of any changes to the Fees that affect Neon Products purchased by you. Your continued use of such Neon Products after the change becomes effective constitutes your acceptance of the modified Fees and payment terms and agreement to pay the changed amounts.

4.12 You will pay all applicable Taxes. When Neon has the legal obligation to pay or collect Taxes, the appropriate amount shall be paid by you directly to Neon. If all or any part of any payment owed to Neon under these Terms 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 Neon

of the amounts otherwise payable under these Terms. You will reimburse Neon any pre-approved and agreed upon costs.

4.13 California Residents. The provider of services is set forth herein. If you are a California resident, in accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210 or (916) 445-1254.

5. Your Control and Responsibility

5.1 You have and will retain sole responsibility for: (i) all Content, including the Personal Data and Sensitive Information, and its use; (ii) all information, instructions, and materials provided by or on behalf of you in connection with Neon Product(s); (iii) your information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by you or through the use of third-party services (“Customer Systems”); (iv) the security and use of your or any Authorized User access credentials; and (v) all access to and use of Neon Product(s) directly or indirectly by or through the Customer Systems or your access credentials, with or without your knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use.

5.2 You and all your Authorized Users shall use Neon Products in compliance with all applicable laws, the Terms and the Documentation (as applicable). You and/or any Authorized User’s failure to maintain Projects within the support perimeter (as specified in the Documentation) may result in Platform’s failure for which Neon is not responsible. Any customization, copies, and use of any additional software with the Neon Platform and/or Neon Products may result in the instance falling outside the support perimeter and causing the Platform’s failure for which Neon is not responsible.

5.3 You shall use Neon in compliance with all applicable laws, the Documentation, the [Acceptable Use Policy](#), and the Terms. You are prohibited from: (a) modifying and/or making derivative works of, disassembling, extracting, reverse compiling and/or reverse engineering the source code or any part of the Platform and/or Neon Product(s); (b) reselling, offering, selling, renting, leasing, distributing, assigning and/or otherwise commercially exploiting Neon Products for any purposes, in whole or in part, except where specifically permitted by Neon, in particular, you and all of your Authorized Users are prohibited from offering Neon Products, use Neon APIs and Connectors as defined in the Documentation in any format on a white-label basis for commercial purposes; (c) using and/or accessing Neon Products in order to build a similar and/or competitive website, platform, product and/or service or for other benchmarking or competitive purposes; (d) framing or otherwise incorporating Neon Product(s), as part of another website or service; (e) removing and/or destroying any copyright notices and/or other proprietary markings contained in the Neon Platform and/or Neon Products; (f) taking any action that imposes or may impose (as determined by Neon's sole and absolute discretion) an unreasonable and/or disproportionately large load on Neon's and/or our third-party providers' infrastructure; (j) exceeding any Usage Limitations and service capacity available in your Order(l) promoting and/or providing information about illegal activities and/or physical harm and/or injury to any group, individual, institution and/or property; and (m) transferring through the Neon Website, Platform, and/or Neon Product(s) any Prohibited Content.

5.4 You understand that the operation of the Neon Platform, including your Projects and other Content, may involve (a) transmissions over various networks; (b) changes to conform and adapt to technical requirements of connecting networks or devices and (c) transmission to Neon's third-party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to operate and maintain the Neon Platform and/or Neon Products. Accordingly, you acknowledge that you bear sole responsibility for adequate security, protection, and backup of your Projects and other Content. Neon will have no liability to you for any

unauthorized access or use of the Neon Platform and/or Neon Products that is attributable, in whole or in part, to an insecurity in your Account, malware or malicious content in your Project or other Content, or any corruption, deletion, destruction, or loss of any your Projects and other Content.

6. Intellectual Property Ownership

6.1 You acknowledge that, as between you and Neon, Neon owns all right, title, and interest, including all intellectual property rights, in and to the Neon IP and, with respect to Third-Party Products, the applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Products.

6.2 Open-source software licenses for components of Neon Products released under an open-source license constitute separate written agreements. To the limited extent that the open-source software licenses expressly supersede these Terms, the open-source licenses govern your agreement with Neon for using the components of the Neon Platform and/or Neon Product(s) released under an open-source license.

6.3 Neon acknowledges that, as between Neon and you, you own all rights, titles, and interests, including all intellectual property rights, in and to the Content. You hereby grant to Neon a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Content and perform all acts with respect to the Content as may be necessary for Neon to provide Neon Products to you. You may export Content anytime through the features and functionalities made available via the Neon Platform and/or Neon Products.

6.4 If you or any of your teammates, employees or contractors send or transmit any communications or materials to Neon by mail, email, public repositories, telephone, social media, or otherwise, suggesting or recommending changes to the Neon IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like (the "Feedback"), Neon will be deemed to own the Feedback, and in all cases, is free to fully exploit and use such Feedback

irrespective of any other obligation or limitation between the parties governing such Feedback so long as Neon does not identify you or such person as the source of the Feedback without your or such person's prior approval.

6.5 Neon shall have the right to collect and analyze data and other information relating to the provision, use, and performance of various aspects of Neon Products and related systems and technologies (excluding Content and data derived therefrom), and Neon will be free (during and after the term hereof) to (i) use such information and data to improve and enhance Neon Products and for other development, diagnostic, analytical and corrective purposes in connection with Neon Products and other Neon offerings, and (ii) fully exploit, use and disclose such data solely in aggregate or other de-identified form in connection with its business (the "Aggregated Data").

7. Service Limitations and Modifications

7.1 Neon will not materially and adversely modify the functionality (e.g., tools, functions, and features) of the Neon Platform agreed with Customers per existing Orders. Neon is constantly innovating in order to provide the best possible experience for its users. Neon reserves the right to change the functionality of the Neon Platform and/or Neon Products available under a specific Plan. Any of these changes will be made for the Customer starting from a new Subscription Term after the expiration of the current billing period, provided prior notice of upcoming changes in the functionality of the Platform available under a specific Plan has been given.

7.2 Neon will make commercially reasonable efforts to keep the Platform and Neon Products operational. However, certain technical difficulties or maintenance may, from time to time, result in temporary interruptions. To the extent permissible under any applicable law, Neon reserves the right at any time to modify or discontinue, temporarily or permanently, the functionality of the Neon Platform and/or Neon Products for any technical or operational reasons that might adversely affect our Customers.

7.3 Such changes to the Platform and/or Neon Products might be made, depending on the circumstances, with or without notice and without liability to you for any interruption, modification, or discontinuation of the Neon Platform and/or Neon Products or any functionality thereof, except where prohibited by law.

7.4 You understand, agree, and accept that Neon has no obligation to maintain, support, upgrade, or update the Neon Platform or Neon Products, or to provide all or any specific content or information through the Platform. This section will be enforced to the extent permissible by any applicable law.

8. Deactivation and deletion of your Account

8.1 You have the right to deactivate/delete your Account at any time by sending a cancellation request by creating an in-app support ticket in your Account. Such deactivation/deletion will be effective at the start of the next billing cycle or renewal period. You must delete all active projects before Neon can deactivate/delete your Account.

8.2 You agree that Neon, in its sole discretion and for any violation of the Terms, acceptable use policy, or applicable laws, may suspend or deactivate/delete your Account or any part thereof. You agree that any termination of your access to the Neon Platform and/or Neon Products may be without prior notice, and you agree that Neon will not be liable to you or any third party for such termination.

8.3 Neon may also deactivate/delete your Account and terminate these Terms at any time by providing thirty (30) days prior notice to the administrative email address associated with your Account. If Neon terminates these Terms without cause, Neon will bill and invoice you for Neon Products on the last date of subscription indicated in the relevant termination notice. If you prepaid any Fees, Neon will refund the pro-rated, unearned portion of any amount that you have prepaid to Neon for Neon Products.

8.4 You are solely responsible for exporting your Projects and Content from the Neon Platform before the deactivation/deletion of your Account for any reason. If we

suspend, deactivate, or delete your Account, we will use commercially reasonable efforts (without any duty or obligation) to provide you an opportunity to retrieve your Content.

8.5 You further acknowledge that Neon reserves the right to deactivate/delete Accounts that are inactive for an extended period of time and the right to modify or discontinue, temporarily or permanently, Neon Products (or any part thereof). All of your Projects and Content on the Platform (if any) may be permanently deleted by Neon upon deletion of your Account in its sole discretion.

8.5 Upon any termination of your access to the Platform and/or Neon Products or your Account, these Terms will also terminate, but in all cases, Sections 9, 10, 11, 12, 14 and 17, shall survive and continue to be effective after these Terms are terminated.

9. Warranty Disclaimer

NEON PRODUCTS ARE PROVIDED “AS IS” AND NEON HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. NEON SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM THE COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEON MAKES NO WARRANTY OF ANY KIND THAT THE NEON PRODUCTS, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET YOUR OR ANY OTHER PERSON’S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE.

10. Limitation of Liability

10.1 YOU HEREBY EXPRESSLY UNDERSTAND AND AGREE THAT NEON, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS SHALL NOT BE LIABLE TO YOU

FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY YOU, HOWEVER, CAUSED AND UNDER ANY THEORY OF LIABILITY. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS. UNLESS OTHERWISE IT IS EXPRESSLY STATED IN THESE TERMS, NEON'S MAXIMUM AGGREGATE LIABILITY TO YOU OR ANY PARTY OR PERSON FOR DAMAGES OF ANY KIND THAT YOU OR ANY PARTY SUFFERS IN CONNECTION WITH NEON PRODUCTS OR OFFERINGS OR THESE TERMS IS LIMITED TO THE AMOUNT OF THE FEES PAID BY YOU TO NEON IN THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE LAST EVENT GIVING RISE TO THE LIABILITY.

10.2 THE LIMITATIONS ON NEON'S LIABILITY TO YOU IN PARAGRAPH 11.1 ABOVE SHALL APPLY WHETHER OR NOT YOU OR NEON HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING AND SHALL IN ALL CASES APPLY TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

11. Indemnification

You agree to hold harmless, defend and indemnify Neon, and its subsidiaries, affiliates, officers, agents, employees, advertisers, licensors, suppliers or partners (collectively "Neon and Partners") from and against any third party claim arising from or in any way related to (a) your breach of the Terms or Acceptable Use Policy, (b) your use of Neon Products, (c) your violation of applicable laws, rules or regulations in connection with Neon Products, or (d) your Projects or other Content, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs, and attorneys' fees, of every kind and nature. In such a case, Neon will provide you with written notice of such claim, suit, or action. You cannot and do not

have authorization to settle any claims, suits, or actions with regard to Neon without Neon's prior written consent.

12. Third-Party Products and AI

12.1 Neon may from time to time make Third-Party Products available to you or Neon may allow for certain Third-Party Products to be integrated with Neon Products to allow for the transmission of Content from such Third-Party Products into Neon Products. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions. If you do not agree to abide by the applicable terms for any such Third-Party Products, then you should not install or use such Third-Party Products. By authorizing Neon to transmit Content from Third-Party Products into Neon Product(s), you represent and warrant to Neon that you have all right, power, and authority to provide such authorization.

12.2 You acknowledge and agree that Neon is not liable for any loss or damage which may be incurred by you or as a result of the services, content, or availability of those Third-Party Products, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such websites or resources.

12.3 By agreeing to these Terms, you acknowledge and consent to the use of artificial intelligence (AI) technologies within Neon Products. These AI technologies may be utilized to enhance user experience and improve product functionality. You understand that the utilization of AI may involve the collection and analysis of user data to tailor features and content. Additionally, you acknowledge that the performance of AI functionalities may evolve over time as the technology advances, and we reserve the right to update or modify these features accordingly. Your continued use of Neon Products constitutes acceptance of any such updates or modifications.

13. Technical Previews

13.1 If you receive access to Neon Products or features, technologies, and services that are not yet generally available on a free or paid basis, including, but not limited to, any products, services, or features labeled as an alpha, beta, technical preview or early access offering, or access and use Neon Products available in regions that are not generally available, including, but not limited to, any regions identified by Neon as “alpha”, “beta”, “preview”, “pre-release”, or “experimental” (the “Technical Preview”), You must comply with all terms related to any Technical Preview as posted on the Neon Website and/or the Neon Platform.

13.2 Neon may add or modify terms, including lowering or raising any usage limits, related to access to or use of any Technical Preview at any time. Technical Previews may not be covered by customer support and/or service level agreements at Neon’s sole discretion. Neon may change or discontinue Technical Previews at any time without notice. Technical Previews are not ready for general commercial release and may contain bugs, errors, defects, or harmful components. Neon’s Product(s) in Technical Preview may be inoperable, incomplete or include features that Neon may never release, and their features and performance information are Neon’s IP.

13.3 Notwithstanding anything else in these Terms, Neon provides Technical Previews “AS IS” with no warranty, indemnity, or support. Except to the extent prohibited by law, Neon disclaims all warranties, including any implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, non-infringement, or quiet enjoyment, and any warranties arising out of any course of dealing or usage of trade. You should not rely on Neon Products in Technical Preview in any manner and your use of such is at your own risk. Neon’s aggregate liability for any Technical Preview will not exceed US\$10.

14. Changes to the Terms

14.1 Neon may make changes to the Terms from time to time. If we change the Terms in any substantive way, we will notify Customers before the changes take effect, during

which period you may reject the changes by terminating your Order or deactivating your Account.

14.2 You understand and agree that if you access the Neon Platform and/or use Neon Products after the date on which the Terms have changed, Neon will treat your use as acceptance of the updated Terms.

15. Publicity

Neon may identify you as a user of Neon Products and may use your name, logo, and other trademarks in Neon's customer list, press releases, blog posts, advertisements, social media, and Website (and all use thereof and goodwill arising therefrom with regard to your use of the Neon Website or Neon Products shall inure to the sole and exclusive benefit of Neon, unless you withdraw your consent by sending email to privacy@neon.tech). Otherwise, neither party may use the name, logo, or other trademarks of the other party for any purpose without the other party's prior written approval.

16. Miscellaneous

16.1 Except to the extent you and Neon have entered into a separate written agreement that is expressly intended to supersede these Terms either in whole or in part, the Terms constitute the whole legal agreement between you and Neon and govern your use of Neon Products and the Website (excluding any services which Neon may provide to you under a separate written agreement), and completely replace any prior agreements between you and Neon in relation to Neon Products and the Website.

16.2 Subject to earlier termination as permitted herein, the term of these Terms will commence on the earlier of your acceptance of these Terms or your use of Neon Products and will continue for as long as Neon Products are being provided to you under these Terms.

16.3 There are no third-party beneficiaries to these Terms. The parties are independent contractors, and nothing in these Terms creates an agency, partnership, or joint venture.

16.4 You agree that Neon may provide you with notices, including those regarding changes to the Terms, by email or in-app postings in your Account or the Neon Platform. By providing Neon your email address, you consent to our using the email address to send you any notices required by law in lieu of communication by postal mail.

16.5 You agree that if Neon does not exercise or enforce any legal right or remedy that is contained in the Terms (or which Neon has the benefit of under any applicable law), this will not be taken to be a formal waiver of Neon's rights and that those rights or remedies will still be available to Neon.

16.6 Neon shall not be liable for failing or delaying the performance of its obligations resulting from any condition beyond its reasonable control, including but not limited to, governmental action, acts of terrorism, pandemics, earthquake, fire, flood or other acts of God, labor conditions, power failures, and Internet disturbances.

16.7 The Terms, and your relationship with Neon under the Terms, shall be governed by the laws of the State of Delaware without regard to its conflict of laws provisions. You and Neon agree to submit to the exclusive jurisdiction of the courts located within the State of Delaware to resolve any legal matter arising from the Terms.

16.8 Class Action Waiver. YOU AND NEON EACH AGREE THAT ANY DISPUTE RESOLUTION PROCEEDING WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. You and Neon each agree that such proceeding shall take solely by means of judicial reference pursuant to California Code of Civil Procedure section 638.

16.9 Opt-Out. You have the right to opt-out and not be bound by the class action waiver provisions set forth above by sending written notice of your decision to opt-out to: privacy@neon.tech with the subject line "CLASS ACTION WAIVER OPT-OUT". The notice must be sent within thirty (30) days of your first use of Neon Products, otherwise you

shall be bound to settle any disputes in accordance with these Terms providing for binding legal proceedings on an individual basis. If you opt-out of these arbitration provisions, our third-party providers also will not be bound by them.

16.10 You may not assign any of your rights or obligations under these Terms, whether by operation of law or otherwise, without the prior written consent of Neon (not to be unreasonably withheld). Neon may assign, delegate or transfer its rights or interest, in whole or in part, under and in connection with this Agreement, in which case, Neon will provide you notice.

16.11 You agree to comply with all relevant U.S. and foreign export, import and sanction related Laws and regulations in using Neon Products. You (a) represent and warrant that you are not listed on any U.S. government list of prohibited or restricted parties or located in (or a national of) a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a “terrorist supporting” country, (b) agree not to access or use Neon Products in violation of any U.S. export embargo, sanction, prohibition or restriction and (c) will not submit to Neon Products any information controlled under the U.S. International Traffic in Arms Regulations.

Definitions

“Account” means a browser-based graphical interface of the Platform that gives access to Neon Products as well as Customer’s Projects, effective Orders, and billing information.

“Authorized User” means an authenticated individual, including any Customer’s employee, agent, contractor, or employee, business partners, contractors, affiliates, representatives or whosoever the Admin granted permission to access Account and/or the Project(s) and/or use Neon Products via pre-approved emails.

“Content” means information, including but not limited to, measurable data units, branches, database instances, source code, files, folders, texts, design layouts, pictures, video and other images, audio materials, graphics, document or data files, messages

and other communications, personalization settings and other information and/or content, which is or may be Transferred through the Neon Platform by or on behalf of any Customer, including the Content generated by any Authorized User's end-users, and any computational results that the Customer or any Authorized User may derive from the foregoing through their use of Neon Products; provided that, for purposes of clarity, does not include Aggregated Data.

"Customer" means an individual, legal entity, or organization that has accepted these Terms and registered an Account in order to access the Neon Platform and/or use Neon Products subject to any available Plan.

"Customer Data" means jointly the Content, the Customer Personal Data as well as any other information that the Customer and/or its Authorized Users Transfers to Neon in connection with the use of the Services.

"Customer Personal Data" means Personal Data that Neon processes as a data processor for the Customer for the purpose of providing the Services. The Customer Personal Data includes Personal Data that the Customer and/or any Authorized User Transfers through the Platform in connection with its use of the Services.

"Data Protection Laws" means all laws and regulations, including laws and regulations of the United States of America, the European Union (the "EU"), the European Economic Area (the "EEA") and their member states, Switzerland and the United Kingdom, applicable to the processing of the Personal Data under these Terms.

"Documentation" means Neon's usage guidelines and standard technical documentation relating to Neon Product(s) available at <https://neon.tech/> (for the avoidance of doubt this includes <https://neon.tech/docs/security/acceptable-use-policy>).

"Fees" means a payment for using the Platform and/or any other regular payments for using the Neon Products as agreed between Neon and the Customer in the specific Order.

“Free Tier” means Neon Products made available to users free of charge which is subject to the Usage Limitations set forth [here](#).

“Harmful Code” means any software, hardware, or other technology, device, or means, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data processed thereby.

“Neon IP” means Neon Products, the Documentation, and any and all technology, processes, methodologies, formats, programs, know-how, and all intellectual property related thereto, including all improvements, enhancements, extensions of or to the foregoing relating to the provision, support, development, and enhancement of Neon Products and their related components. For the avoidance of doubt, Neon IP includes Aggregated Data and any information, data, or other content derived from Neon’s Products but does not include Content.

“Neon Products” means the products, offerings, and services Neon makes available to its Customers, partners and their end-users, including the Website, the Neon Platform, the Neon API, Neon add-ons, and any other proprietary technologies, software, or services offered by Neon in connection to any of the foregoing.

“Order” means any (i) Neon-provided purchase order, order form, or other ordering document entered into by the Parties that incorporates these Terms by reference; or (ii) if Customer registered for Neon Products through Neon’s online ordering process, the results of such online ordering process.

“Plan” means a set of Usage Limitations, tools, features, and functionality that form a basis for the Order. Details of available Plans are <https://neon.tech/docs/introduction/plans>.

“Subscription Term” means the time period identified on the Order during which Customer and its Authorized Users may access and use Neon Products.

“Personal Data” means information about an identified or identifiable natural person that (a) can be used to identify, contact or locate a specific individual; (b) can be combined with other information that can be used to identify, contact or locate a specific individual; or (c) is defined as “personal data” or “personal information” by applicable Data Protection Laws relating to the collection, use, storage or disclosure of information about an identifiable individual.

“Platform” means Neon’s proprietary cloud computing platform accessible via the Account (including connected APIs, sample code; software libraries; command line tools; proofs of concept; templates and any other proprietary technologies) as made available by Neon to the Customers and their Authorized Users to use Neon Products from time to time. For the avoidance of doubt, all references to the “Platform” in these Terms also include Neon’s Products and vice versa, and excludes any Third-Party Products.

“Project” means a collection of branches, databases, database instances, roles, Content, other resources and settings that Authorized Users maintain on the Neon Platform.

“Prohibited Content” means any Content (including source code, software, text, images or other information) that: (a) is unlawful and/or promotes unlawful activities; (b) defames, harasses, abuses, threatens or incites violence towards any individual or group or could be deemed to do the foregoing by Neon; (c) is pornographic, discriminatory and/or otherwise victimizes and/or intimidates an individual and/or group on the basis of religion, gender, sexual orientation, race, ethnicity, age and/or disability; (d) is spam, is machine- or randomly-generated, constitutes unauthorized or unsolicited advertising, chain letters, any other form of unauthorized solicitation and/or any form of lottery and/or gambling; (e) contains any Sensitive Information; (f) contains and/or installs or transmits in any manner any viruses, worms, malware, Trojan horses and/or other content that is designed or intended to disrupt, damage and/or limit the

functioning of any software, hardware, and/or telecommunications equipment and/or to damage and/or obtain unauthorized access to any data and/or other information of any third party; (g) infringes upon any intellectual rights of any party; (h) impersonates any person or entity, including any of our employees, personnel or representatives; and/or (i) violates the privacy of any third party.

“Sensitive Information” means any Personal Data, including personal data of your end-users and/or any other personal data subject to heightened security requirements as a result of your internal policies or practices or by any law or regulation applicable to the Customer (examples include but are not limited to the U.S. Health Insurance Portability and Accountability Act (HIPAA), the Gramm–Leach–Bliley Act (GLBA), and the Family Educational Rights and Privacy Act (FERPA).

“Third-Party Products” means any third-party products provided with, integrated with, or incorporated into Neon Products.

“Taxes” means any taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding/backup withholding, and the like, applicable in any jurisdiction.

“Transferred” *and cognates* means hosted, computed, stored, provided, uploaded, downloaded, created, generated, submitted, distributed, imported, exported, transmitted posted and/or otherwise available through the Neon Platform and/or Neon Products.

“Usage Limitations” means the usage limitations set forth in these Terms and the respective Orders, including without limitation any limitations on certain consumption units, described [here](#), number of Authorized Users (if any), and the applicable product, pricing, and support tiers. “Website” means an interface of Neon Products compiled of all web documents (including images, CSS, and HTML files) made available via <https://neon.tech> or its sub-domains or domains under other top domains that are owned by Neon.