By procuring or subscribing to any product or service sold by Apollo Graph, Inc., dba Apollo GraphQL or an authorized Apollo partner ("Apollo Service") on the AWS Marketplace, Customer agrees to the terms located at https://www.apollographql.com/Apollo-MSA-Enterprise.pdf (the "Apollo MSA"). Any terms capitalized but not defined shall have the meanings set forth in the Apollo MSA.

For clarity, in addition to the Apollo MSA governing Customer's use of the Apollo Service, Customer (a) agrees to the pricing for, and to pay all charges incurred for use of, the Apollo Service in accordance with the Marketplace Order, Marketplace Listing, and this MSA (collectively, "Charges"); and (b) further agrees and acknowledges that Apollo reserves the right to terminate any Marketplace Order with no penalty or liability to Customer where AWS (or an authorized Apollo partner, if applicable) fails to timely pay Charges due or where Customer exceeds any aggregate, predetermined maximum use or use limits of the Apollo Service.

If the individual accepting this Apollo MSA is accepting on behalf of a company, government agency, or other legal entity, such individual represents that they have the authority to bind such entity and its affiliates to this Apollo MSA, in which case the term "Customer" shall refer to such entity and its affiliates. If the individual does not have such authority, or if the individual does not agree with the terms and conditions of this Apollo MSA, such individual must not accept this Apollo MSA and may not use the Apollo Service.

If Customer and Apollo have agreed upon (and mutually signed) a negotiated version of the Apollo MSA ("Negotiated MSA") that (a) is currently in effect, and (b) covers the Apollo Service, then the Negotiated MSA will continue to govern your use of such Apollo Service on the AWS Marketplace.

THIS APOLLO MSA BECOMES BINDING AND EFFECTIVE ON CUSTOMER UPON THE EARLIEST OF: (1) WHEN CUSTOMER ACCESSES OR USES THE APOLLO SERVICE FOR WHICH CUSTOMER OBTAINED SUBSCRIPTIONS THROUGH THE AWS MARKETPLACE; (2) WHEN CUSTOMER CLICKS "SUBSCRIBE" OR "I AGREE" OR A SIMILAR BUTTON OR CHECKBOX REFERENCING THIS APOLLO MSA; OR (3) WHEN CUSTOMER ENTERS INTO A MARKETPLACE ORDER THROUGH THE AWS MARKETPLACE.

For purposes of this Apollo MSA, (a) "Marketplace Listing" means the packaged plan and associated features, as detailed on the applicable page on the AWS Marketplace, for the Apollo Service to which Customer subscribes through a Marketplace Order; and (b) "Marketplace Order" means each separate subscription, contract, or Order (as defined in the Apollo MSA) for any Apollo Service pursuant to this Apollo MSA: (i) completed and submitted by Customer (or an authorized Apollo partner for the benefit of Customer) through the AWS Marketplace and accepted by Apollo, or (ii) entered into by Apollo and Customer (or an authorized Apollo partner for the benefit of Customer) pursuant to a private offer through the AWS Marketplace.