

1 John V. Picone III, Bar No. 187226
jpicone@hopkinscarley.com
2 Jeffrey M. Ratinoff, Bar No. 197241
jratinoff@hopkinscarley.com
3 HOPKINS & CARLEY
A Law Corporation
4 The Letitia Building
70 S First Street
5 San Jose, CA 95113-2406

6 **mailing address:**
P.O. Box 1469
7 San Jose, CA 95109-1469
Telephone: (408) 286-9800
8 Facsimile: (408) 998-4790

9 Attorneys for Plaintiffs
NEO4J, INC. and NEO4J SWEDEN AB

11 UNITED STATES DISTRICT COURT
12 NORTHERN DISTRICT OF CALIFORNIA

13 NEO4J, INC., a Delaware corporation; and
14 NEO4J SWEDEN AB, a Swedish
corporation,

15 Plaintiffs,

16 v.

17 GRAPH FOUNDATION, INC., an Ohio
18 corporation, GRAPHGRID, INC., an Ohio
corporation, and ATOMRAIN INC., a
19 Nevada corporation,

20 Defendants.

CASE NO. 5:19-cv-06226-EJD

~~PROPOSED~~ STIPULATED JUDGMENT
AND PERMANENT INJUNCTION

21 Plaintiffs Neo4j, Inc. and Neo4j Sweden AB (collectively “Neo4j” or “Plaintiffs”), and
22 Graph Foundation, Inc. (“GFI”), AtomRain and GraphGrid (GFI, AtomRain and GraphGrid
23 collectively “Defendants” and with Plaintiffs collectively “Parties”), through their undersigned
24 counsel, hereby stipulate and move this Court for entry of judgment and a permanent injunction
25 (“Stipulated Judgment”):

26 Accordingly, IT IS HEREBY ADJUDGED AND ORDERED that:

27 1. Neo4j and Defendants have entered into a Confidential Settlement Agreement to
28 resolve this action and these parties have agreed on terms of this Stipulated Judgment.

1 2. On Plaintiffs’ claims for (a) trademark infringement, 15 U.S.C. § 1114; (b) false
2 designation of origin and false advertising, 15 U.S.C. § 1125(a); (c) federal unfair competition, 15
3 U.S.C. § 1125(a); (d) state unfair competition, Cal. Bus. Prof. Code §§ 17200 et seq.; (e) violations
4 of the Digital Millennium Copyright Act (“DMCA”), 17 U.S.C. § 1202(b); and (f) breach of license
5 agreement, Plaintiffs shall recover the injunctive and equitable relief against Defendants herein.

6 3. Defendants affirm and acknowledge that Neo4j, Inc. is the rightful owner in the
7 United States of all right, title and interest in and to U.S. Trademark Registration No. 4,784,280 for
8 the word mark “NEO4J” covering the goods and services in International Classes, 009, 035, 041,
9 042 and 045 (the “Neo4j® Mark”). Defendants affirm and acknowledge that the Neo4j® Mark
10 and its registration are valid and subsisting. Defendants agree and affirm that they will not at any
11 time or for any reason challenge either the validity of the Neo4j® Mark, its registration or the
12 ownership thereof, or assist any third party in challenging the validity of the Neo4j® Mark or the
13 registration thereof.

14 4. Defendants also declare and affirm that Neo4j, Inc. is the owner of U.S. Trademark
15 Application No. 90056224 for the word mark “NEO4J.” Defendants affirm and acknowledge that
16 the word mark “NEO4J” subject to that application valid and subsisting. Furthermore, Defendants
17 agree and affirm that they will abandon all efforts to oppose this application and will not challenge
18 the validity or ownership thereof, or the validity or ownership of any resulting registration thereof,
19 or assist any third party in opposing this application or challenging the validity or ownership of the
20 mark subject to this application or the validity of any resulting registration thereof.

21 5. Defendants further declare and affirm that Plaintiffs’ inclusion of the Commons
22 Clause in the Neo4j Sweden Software License, and example of which is attached hereto as Exhibit
23 A, is valid; and Defendants’ removal, replacement and/or omission thereof, and related copyright
24 management information from source code to which Plaintiffs hold the copyright, was not
25 authorized by Plaintiffs, allowed by the terms of the Neo4j Sweden Software License and violated
26 the DMCA, 17 U.S.C § 1202(b) (“DMCA Violation”).

27 6. Defendants agree and affirm that they will not assist or encourage John Mark Suhy,
28 PureThink LLC and iGov Inc. or any third party in challenging the validity of the Neo4j Sweden

1 Software License, or in the copying and distribution of source code with a DMCA Violation,
2 including ONgDB version 3.4, ONgDB version 3.5, ONgDB version 3.6 and any subversions or
3 derivatives thereof, or that has been subject to the Neo4j Sweden Software License, including
4 Neo4j® Enterprise Edition 3.4, Neo4j® Enterprise Edition 3.5, or any subsequent versions,
5 subversions, or derivatives thereof.

6 7. Defendants, as well as their shareholders, directors, officers, agents, employees,
7 parents, subsidiaries, successors and assigns, and all those acting under their direction, control or
8 on their behalf, as well as any entity that is spun-off from or formed by them, or acquires or merges
9 with any Defendant are hereby permanently enjoined as follows:

10 (a) Defendants may not make further use of, or fork any source code first
11 released under the Neo4j Sweden Software License, including Neo4j® Enterprise Edition 3.4,
12 Neo4j® Enterprise Edition 3.5, or any subsequent subversions or derivatives thereof.

13 (b) Defendants shall not offer for sale, advertise, promote, represent or refer to
14 ONgDB as follows:

- 15 i. A free and open source drop-in replacement of Neo4j® Enterprise Edition
16 distributions with the same version number;
- 17 ii. A drop-in replacement for commercially licensed Neo4j® Enterprise Edition;
- 18 iii. A drop-in replacement for Neo4j® Enterprise Edition under the GNU Affero
19 General Public License, version 3 (“AGPLv3”), without limitations on causal
20 cluster instances, cores, or production usage;
- 21 iv. A fork of the Neo4j® graph database platform that adds enterprise code back
22 into Neo4j® core; and
- 23 v. One hundred percent (100%) free and open source version of Neo4j® Enterprise
24 Edition version 3.4, Neo4j® Enterprise Edition version 3.5, or any version of
25 Neo4j® Enterprise Edition released by Neo4j thereafter.

26 (c) Defendants shall not represent that Neo4j Sweden AB’s inclusion of the
27 Commons Clause to the license governing Neo4j® Enterprise Edition violated the terms of
28 AGPLv3, or make similar statements.

1 (d) Defendants shall not represent that the Free Software Foundation (FSF) or
2 that any government agency determined and/or confirmed that (a) the inclusion of the Commons
3 Clause to any license governing Neo4j® Enterprise Edition violated the terms of AGPLv3; and/or
4 (b) the Commons Clause can be removed from any software license governing Neo4j® Enterprise
5 Edition and/or ONgDB.

6 (e) Defendants may only make further use of the following publicly available
7 open source code, subject to the terms of their respective open source licenses: (i) Neo4j
8 Community Edition Source Code under the GNU General Public License, version 3 (“GPL”); (ii)
9 Neo4j® Enterprise Edition version 3.2.14 source code released under the AGPLv3; (iii) Neo4j®
10 Enterprise Edition version 3.3.10 source code released under the AGPLv3; (iv) Neo4j® Enterprise
11 Edition version 3.4.0.RC02 source code released under the AGPLv3. Nothing herein, however,
12 shall be construed as a license or otherwise entitle Defendants to use any source code, patches or
13 source code commits for Neo4j® Enterprise Edition version 3.3 or Neo4j® Enterprise Edition
14 version 3.4 that were first released under the Neo4j Sweden Software License. Further, nothing
15 herein shall be construed as a license or otherwise entitle Defendants to use or fork, any of
16 Plaintiffs’ source code that was first released as Neo4j® Enterprise Edition version 3.5 or otherwise
17 under the Neo4j Sweden Software License, including but not limited to, all beta releases, release
18 candidates, production releases, stable releases, and official releases, or any subsequent
19 subversions, patches or derivatives thereof.

20 (f) Defendants may not make representations about the AGPLv3, and shall
21 instead refer to the Free Software Foundation’s website for any interpretation of its meaning.

22 (g) Defendants may continue to use the name “ONgDB” for its products so long
23 as (i) it states on any website and/or any public statement that the name stands for “Open Native
24 Graph DB” and removes all references to ONgDB in reference to Plaintiffs and the Neo4j® Mark,
25 other than what is allowed in Paragraph 7(r); and (ii) restarts the version number for ONgDB to
26 version 1.0.

27 (h) Within three (3) days of entry of this Stipulated Judgment, Defendants shall
28 permanently remove, take down, destroy and prevent further access to all source code, object code,

1 binaries, build files, build scripts and distributions from its repositories located at
2 <https://github.com/graphfoundation> and <https://hub.docker.com/r/graphfoundation> that contains
3 any Neo4j® Enterprise Edition source code with a DMCA Violation or that was first released
4 subject to the Neo4j Sweden Software License, including ONgDB version 3.4, ONgDB version
5 3.5, ONgDB version 3.6, and any subversions thereof.

6 (i) Within seven (7) days of entry of this Stipulated Judgment, Defendants shall
7 permanently remove, take down, destroy and prevent further access to any version of ONgDB (or
8 any similar software created and/or maintained by Defendants that is within their possession,
9 custody or control) that contains any Neo4j® Enterprise Edition source code with a DMCA
10 Violation or that was first released subject to the Neo4j Sweden Software License, including
11 ONgDB version 3.4, ONgDB version 3.5, ONgDB version 3.6 and any subversions or derivatives
12 thereof. This removal and destruction shall be effectuated regardless of where that code resides,
13 e.g., Defendants' websites (i.e., <https://www.graphfoundation.org/projects/ongdb/>,
14 <https://www.graphgrid.com/gdp/>, <https://www.graphgrid.com/ongdb/>, and
15 <https://www.atomrain.com/products/>, and any the Content Delivery Services invoked therein),
16 AWS, AWS Gov Cloud, Docker, GitHub and/or any other source code repository or host service.

17 (j) Within ten (10) days of entry of this Stipulated Judgment, Defendants shall
18 identify in writing any known third-party commercial and/or governmental use of any version of
19 ONgDB containing any Neo4j Enterprise Edition source code with a DMCA Violation, that was
20 first released subject to the Neo4j Sweden Software License, or not otherwise permitted for use by
21 Paragraph 7(e).

22 (k) Defendants shall not offer any development, support, maintenance or hosting
23 services for any version of ONgDB that includes any Neo4j® Enterprise Edition source code with
24 a DMCA Violation or that was first released subject to the Neo4j Sweden Software License,
25 including ONgDB version 3.4, ONgDB version 3.5, ONgDB version 3.6 and any subversions or
26 derivatives thereof. Defendants can offer consulting services for commercial installations of
27 Neo4j® software, but only where the third party receiving such services has a commercial license
28 and has fully paid the commercial license fees to Plaintiffs. Should Defendants continue to offer

1 ONgDB consulting services alongside consulting services with Neo4j® software as permitted
2 herein, then any advertising of Defendant's services related to Neo4j® software is subject to
3 adhering to Plaintiffs' then-current Trademark Policy.

4 (l) Defendants will not make any negative or disparaging comments or
5 representations about Plaintiffs, and their founders, officers, directors, investors, employees,
6 customers, products, partnership practices, licensing practices or pricing.

7 (m) Defendants will take down, delete and otherwise remove all webpages, posts
8 on GitHub, discussion forums, social media posts and blog posts (and all links thereto) that they
9 own, control, or have the ability and/or right to remove wherein they (i) reference Plaintiffs, their
10 licensing policies and practices, (ii) make the same or similar statements referenced in Paragraph
11 7(b) above, or (iii) use the Neo4j® Mark. Defendants also shall not use the Neo4j® Mark as a
12 hashtag on their respective websites or in any posts made on Twitter, Facebook or similar social
13 media sites.

14 (n) Defendants shall not make use of, or direct others to use, any of Plaintiffs'
15 documents or materials, such as software documentation, guides, manuals, change logs, release
16 notes and/or other publicly available technical information to create, maintain, market, use, and/or
17 sell ONgDB (or the equivalent). Any links to Plaintiffs' documentation in Defendants' software
18 shall be removed, or replaced with ONgDB documentation, bearing in mind that Plaintiffs'
19 documentation is licensed under the Creative Commons Attribution-NonCommercial-ShareAlike
20 4.0 International (CC BY-NC-SA 4.0) and its use by third parties, such as Defendants and their
21 customers, would be restricted to noncommercial purposes.

22 (o) Defendants shall not make any statement and/or representations to any third
23 party, affirmatively or in response to an inquiry, that state or imply that they can provide access to
24 or can obtain any software containing any Neo4j® Enterprise Edition source code with a DMCA
25 Violation, that is subject to the Neo4j Sweden Software License, or not otherwise permitted for use
26 by Paragraph 7(e).

27 (p) Defendants shall not have any expressed or implied license to use and shall
28 not make any further use of any of Plaintiffs' trademarks, including U.S. Trademark Registration

1 No. 4775253 for “CYPHER,” Trademark Registration No. 4784280 for “NEO4J,” U.S. Trademark
2 Registration No. 4824877 for “NEO TECHNOLOGY,” U.S. Trademark Registration No. 5250026
3 for the Neo4j Logo, and U.S. Trademark Application No. 90056224 for “NEO4J” (collectively
4 “Plaintiffs’ US Marks”), other than what is permitted in Paragraph 7(r).

5 (q) Defendants (and those acting in concert with them) will also permanently
6 remove Plaintiffs’ US Marks from their websites, marketing literature, social media sites, and any
7 other public facing resource, including all software interfaces, including, but not limited to, GUIs
8 and command lines.

9 (r) If Defendants continue to attempt to fork any of Plaintiffs’ source code
10 subject to the terms herein, their description of that source code and/or software, if it includes the
11 Neo4j® Mark, may only be made by the following statement: “ONgDB (or any equivalent) is an
12 independent fork of [Neo4j® Enterprise Edition version 3.2.14, Neo4j® Enterprise Edition version
13 3.3.10, and/or Neo4j® Enterprise Edition Source Code version 3.4.0.RC02 licensed under the
14 AGPLv3 and/or Community Edition licensed under the GPL]. ONgDB and [Defendants to insert
15 name of specific Defendant(s)] is not affiliated in any way with Neo4j, Inc. or Neo4j Sweden AB.
16 Neo4j, Inc. and Neo4j Sweden AB do not sponsor or endorse ONgDB and [Defendants to insert
17 name of the specific Defendant(s)]. Neo4j Sweden AB is the owner of the copyrights for Neo4j®
18 software and commercial use of any source code from Neo4j® Enterprise Edition beyond [Neo4j®
19 Enterprise Edition version 3.2.14, Neo4j® Enterprise Edition version 3.3.10, and/or Neo4j®
20 Enterprise Edition Source Code version 3.4.0.RC02] is prohibited and could subject the user to
21 claims of copyright infringement.”

22 8. Neo4j, Inc. and AtomRain Inc. agree that the Neo4j Solution Partner Agreement
23 between AtomRain Inc. and Neo4j, Inc. was previously terminated and no surviving terms remain
24 in effect or enforceable other than any confidentiality obligations that remain.

25 9. As between Plaintiffs, on one hand, and Defendants, on the other, each shall bear its
26 own costs and attorneys’ fees except as specified below in Paragraph 11.

27 10. The Parties waive any rights to appeal this Stipulated Judgment.

28 ///

1 11. This Stipulated Judgment adjudicates all claims in this litigation and is a final
2 judgment. However, the Court expressly retains jurisdiction over any action to enforce this
3 Stipulated Judgment and the underlying Confidential Settlement Agreement concurrently entered
4 into by the Parties herewith. In any such action, the prevailing party shall be entitled to reasonable
5 attorneys' fees and costs. The Parties request that in any future action to enforce or resolve any
6 disputes regarding this Stipulated Judgment and the underlying Confidential Settlement
7 Agreement, the Court refer the matter to Hon. Edward Davila for all purposes provided he is
8 available.

9 Dated: February 15, 2021

HOPKINS & CARLEY
A Law Corporation

By: /s/ Jeffrey M. Ratinoff

John V. Picone III
Jeffrey M. Ratinoff
Attorneys for Plaintiffs
NEO4J, INC. and NEO4J SWEDEN AB

14 Dated: February 15, 2021

BERGESON, LLP

By: /s/ John D. Pernick

John D. Pernick
Attorneys for Defendant
GRAPH FOUNDATION, INC.

17 Dated: February 15, 2021

SKAGGS FAUCETTE LLP

By: /s/ Jeffrey E. Faucette

Jeffrey E. Faucette
Attorneys for Defendants GRAPHGRID,
INC. and ATOMRAIN INC.

22 PURSUANT TO STIPULATION, IT IS SO ORDERED AND ADJUDICATED.

24 Dated: February 16, 2021



EDWARD J. DAVILA
United States District Court Judge

EXHIBIT A

neo4j / neo4j

<> Code ! Issues 214 🔗 Pull requests 2 ▶ Actions 📁 Projects 📖 Wiki ! Sec

🔗 3.4 ▾

⋮

neo4j / enterprise / neo4j-enterprise / LICENSE.txt

 digitalstain Updates enterprise LICENSE.txt and NOTICE.txt ...  History

👤 3 contributors   

Raw Blame

  

693 lines (568 sloc) | 35.1 KB

```

1 NOTICE
2 This package contains software licensed under different
3 licenses, please refer to the NOTICE.txt file for further
4 information and LICENSES.txt for full license texts.
5
6 Neo4j Enterprise object code can be licensed independently from
7 the source under separate commercial terms. Email inquiries can be
8 directed to: licensing@neo4j.com. More information is also
9 available at:https://neo4j.com/licensing/
10
11 The software ("Software") is developed and owned by Neo4j Sweden AB
12 (referred to in this notice as "Neo4j") and is subject to the terms
13 of the GNU AFFERO GENERAL PUBLIC LICENSE Version 3, with the Commons Clause as follows:
14
15
16
17             GNU AFFERO GENERAL PUBLIC LICENSE
18             Version 3, 19 November 2007
19
20 Copyright (C) 2007 Free Software Foundation, Inc. <http://fsf.org/>
21 Everyone is permitted to copy and distribute verbatim copies
22 of this license document, but changing it is not allowed.
23
24             Preamble
25
26 The GNU Affero General Public License is a free, copyleft license
27 for software and other kinds of works, specifically designed to ensure

```

28 cooperation with the community in the case of network server software.

29

30 The licenses for most software and other practical works are
31 designed to take away your freedom to share and change the works. By
32 contrast, our General Public Licenses are intended to guarantee your
33 freedom to share and change all versions of a program--to make sure it
34 remains free software for all its users.

35

36 When we speak of free software, we are referring to freedom, not
37 price. Our General Public Licenses are designed to make sure that you
38 have the freedom to distribute copies of free software (and charge for
39 them if you wish), that you receive source code or can get it if you
40 want it, that you can change the software or use pieces of it in new
41 free programs, and that you know you can do these things.

42

43 Developers that use our General Public Licenses protect your rights
44 with two steps: (1) assert copyright on the software, and (2) offer
45 you this License which gives you legal permission to copy, distribute
46 and/or modify the software.

47

48 A secondary benefit of defending all users' freedom is that
49 improvements made in alternate versions of the program, if they
50 receive widespread use, become available for other developers to
51 incorporate. Many developers of free software are heartened and
52 encouraged by the resulting cooperation. However, in the case of
53 software used on network servers, this result may fail to come about.
54 The GNU General Public License permits making a modified version and
55 letting the public access it on a server without ever releasing its
56 source code to the public.

57

58 The GNU Affero General Public License is designed specifically to
59 ensure that, in such cases, the modified source code becomes available
60 to the community. It requires the operator of a network server to
61 provide the source code of the modified version running there to the
62 users of that server. Therefore, public use of a modified version, on
63 a publicly accessible server, gives the public access to the source
64 code of the modified version.

65

66 An older license, called the Affero General Public License and
67 published by Affero, was designed to accomplish similar goals. This is
68 a different license, not a version of the Affero GPL, but Affero has
69 released a new version of the Affero GPL which permits relicensing under
70 this license.

71

72 The precise terms and conditions for copying, distribution and
73 modification follow.

74

75

TERMS AND CONDITIONS

76

77

0. Definitions.

78

79

"This License" refers to version 3 of the GNU Affero General Public License.

80

81

82

"Copyright" also means copyright-like laws that apply to other kinds of works, such as semiconductor masks.

83

84

85

"The Program" refers to any copyrightable work licensed under this License. Each licensee is addressed as "you". "Licensees" and "recipients" may be individuals or organizations.

86

87

88

89

To "modify" a work means to copy from or adapt all or part of the work in a fashion requiring copyright permission, other than the making of an exact copy. The resulting work is called a "modified version" of the earlier work or a work "based on" the earlier work.

90

91

92

A "covered work" means either the unmodified Program or a work based on the Program.

93

94

95

To "propagate" a work means to do anything with it that, without permission, would make you directly or secondarily liable for infringement under applicable copyright law, except executing it on a computer or modifying a private copy. Propagation includes copying, distribution (with or without modification), making available to the public, and in some countries other activities as well.

96

97

98

99

100

To "convey" a work means any kind of propagation that enables other parties to make or receive copies. Mere interaction with a user through a computer network, with no transfer of a copy, is not conveying.

101

102

103

104

An interactive user interface displays "Appropriate Legal Notices" to the extent that it includes a convenient and prominently visible feature that (1) displays an appropriate copyright notice, and (2) tells the user that there is no warranty for the work (except to the extent that warranties are provided), that licensees may convey the work under this License, and how to view a copy of this License. If the interface presents a list of user commands or options, such as a menu, a prominent item in the list meets this criterion.

105

106

107

108

109

110

111

1. Source Code.

112

113

The "source code" for a work means the preferred form of the work for making modifications to it. "Object code" means any non-source form of a work.

114

115

116

117

118

A "Standard Interface" means an interface that either is an official

124 standard defined by a recognized standards body, or, in the case of
125 interfaces specified for a particular programming language, one that
126 is widely used among developers working in that language.

127

128 The "System Libraries" of an executable work include anything, other
129 than the work as a whole, that (a) is included in the normal form of
130 packaging a Major Component, but which is not part of that Major
131 Component, and (b) serves only to enable use of the work with that
132 Major Component, or to implement a Standard Interface for which an
133 implementation is available to the public in source code form. A
134 "Major Component", in this context, means a major essential component
135 (kernel, window system, and so on) of the specific operating system
136 (if any) on which the executable work runs, or a compiler used to
137 produce the work, or an object code interpreter used to run it.

138

139 The "Corresponding Source" for a work in object code form means all
140 the source code needed to generate, install, and (for an executable
141 work) run the object code and to modify the work, including scripts to
142 control those activities. However, it does not include the work's
143 System Libraries, or general-purpose tools or generally available free
144 programs which are used unmodified in performing those activities but
145 which are not part of the work. For example, Corresponding Source
146 includes interface definition files associated with source files for
147 the work, and the source code for shared libraries and dynamically
148 linked subprograms that the work is specifically designed to require,
149 such as by intimate data communication or control flow between those
150 subprograms and other parts of the work.

151

152 The Corresponding Source need not include anything that users
153 can regenerate automatically from other parts of the Corresponding
154 Source.

155

156 The Corresponding Source for a work in source code form is that
157 same work.

158

159 2. Basic Permissions.

160

161 All rights granted under this License are granted for the term of
162 copyright on the Program, and are irrevocable provided the stated
163 conditions are met. This License explicitly affirms your unlimited
164 permission to run the unmodified Program. The output from running a
165 covered work is covered by this License only if the output, given its
166 content, constitutes a covered work. This License acknowledges your
167 rights of fair use or other equivalent, as provided by copyright law.

168

169 You may make, run and propagate covered works that you do not
170 convey, without conditions so long as your license otherwise remains
171 in force. You may convey covered works to others for the sole purpose

172 of having them make modifications exclusively for you, or provide you
173 with facilities for running those works, provided that you comply with
174 the terms of this License in conveying all material for which you do
175 not control copyright. Those thus making or running the covered works
176 for you must do so exclusively on your behalf, under your direction
177 and control, on terms that prohibit them from making any copies of
178 your copyrighted material outside their relationship with you.

179
180 Conveying under any other circumstances is permitted solely under
181 the conditions stated below. Sublicensing is not allowed; section 10
182 makes it unnecessary.

183
184 3. Protecting Users' Legal Rights From Anti-Circumvention Law.

185
186 No covered work shall be deemed part of an effective technological
187 measure under any applicable law fulfilling obligations under article
188 11 of the WIPO copyright treaty adopted on 20 December 1996, or
189 similar laws prohibiting or restricting circumvention of such
190 measures.

191
192 When you convey a covered work, you waive any legal power to forbid
193 circumvention of technological measures to the extent such circumvention
194 is effected by exercising rights under this License with respect to
195 the covered work, and you disclaim any intention to limit operation or
196 modification of the work as a means of enforcing, against the work's
197 users, your or third parties' legal rights to forbid circumvention of
198 technological measures.

199
200 4. Conveying Verbatim Copies.

201
202 You may convey verbatim copies of the Program's source code as you
203 receive it, in any medium, provided that you conspicuously and
204 appropriately publish on each copy an appropriate copyright notice;
205 keep intact all notices stating that this License and any
206 non-permissive terms added in accord with section 7 apply to the code;
207 keep intact all notices of the absence of any warranty; and give all
208 recipients a copy of this License along with the Program.

209
210 You may charge any price or no price for each copy that you convey,
211 and you may offer support or warranty protection for a fee.

212
213 5. Conveying Modified Source Versions.

214
215 You may convey a work based on the Program, or the modifications to
216 produce it from the Program, in the form of source code under the
217 terms of section 4, provided that you also meet all of these conditions:

- 218
219 a) The work must carry prominent notices stating that you modified

220 it, and giving a relevant date.

221
222 b) The work must carry prominent notices stating that it is
223 released under this License and any conditions added under section
224 7. This requirement modifies the requirement in section 4 to
225 "keep intact all notices".

226
227 c) You must license the entire work, as a whole, under this
228 License to anyone who comes into possession of a copy. This
229 License will therefore apply, along with any applicable section 7
230 additional terms, to the whole of the work, and all its parts,
231 regardless of how they are packaged. This License gives no
232 permission to license the work in any other way, but it does not
233 invalidate such permission if you have separately received it.

234
235 d) If the work has interactive user interfaces, each must display
236 Appropriate Legal Notices; however, if the Program has interactive
237 interfaces that do not display Appropriate Legal Notices, your
238 work need not make them do so.

239
240 A compilation of a covered work with other separate and independent
241 works, which are not by their nature extensions of the covered work,
242 and which are not combined with it such as to form a larger program,
243 in or on a volume of a storage or distribution medium, is called an
244 "aggregate" if the compilation and its resulting copyright are not
245 used to limit the access or legal rights of the compilation's users
246 beyond what the individual works permit. Inclusion of a covered work
247 in an aggregate does not cause this License to apply to the other
248 parts of the aggregate.

249 250 6. Conveying Non-Source Forms.

251
252 You may convey a covered work in object code form under the terms
253 of sections 4 and 5, provided that you also convey the
254 machine-readable Corresponding Source under the terms of this License,
255 in one of these ways:

256
257 a) Convey the object code in, or embodied in, a physical product
258 (including a physical distribution medium), accompanied by the
259 Corresponding Source fixed on a durable physical medium
260 customarily used for software interchange.

261
262 b) Convey the object code in, or embodied in, a physical product
263 (including a physical distribution medium), accompanied by a
264 written offer, valid for at least three years and valid for as
265 long as you offer spare parts or customer support for that product
266 model, to give anyone who possesses the object code either (1) a
267 copy of the Corresponding Source for all the software in the

268 product that is covered by this License, on a durable physical
269 medium customarily used for software interchange, for a price no
270 more than your reasonable cost of physically performing this
271 conveying of source, or (2) access to copy the
272 Corresponding Source from a network server at no charge.

273
274 c) Convey individual copies of the object code with a copy of the
275 written offer to provide the Corresponding Source. This
276 alternative is allowed only occasionally and noncommercially, and
277 only if you received the object code with such an offer, in accord
278 with subsection 6b.

279
280 d) Convey the object code by offering access from a designated
281 place (gratis or for a charge), and offer equivalent access to the
282 Corresponding Source in the same way through the same place at no
283 further charge. You need not require recipients to copy the
284 Corresponding Source along with the object code. If the place to
285 copy the object code is a network server, the Corresponding Source
286 may be on a different server (operated by you or a third party)
287 that supports equivalent copying facilities, provided you maintain
288 clear directions next to the object code saying where to find the
289 Corresponding Source. Regardless of what server hosts the
290 Corresponding Source, you remain obligated to ensure that it is
291 available for as long as needed to satisfy these requirements.

292
293 e) Convey the object code using peer-to-peer transmission, provided
294 you inform other peers where the object code and Corresponding
295 Source of the work are being offered to the general public at no
296 charge under subsection 6d.

297
298 A separable portion of the object code, whose source code is excluded
299 from the Corresponding Source as a System Library, need not be
300 included in conveying the object code work.

301
302 A "User Product" is either (1) a "consumer product", which means any
303 tangible personal property which is normally used for personal, family,
304 or household purposes, or (2) anything designed or sold for incorporation
305 into a dwelling. In determining whether a product is a consumer product,
306 doubtful cases shall be resolved in favor of coverage. For a particular
307 product received by a particular user, "normally used" refers to a
308 typical or common use of that class of product, regardless of the status
309 of the particular user or of the way in which the particular user
310 actually uses, or expects or is expected to use, the product. A product
311 is a consumer product regardless of whether the product has substantial
312 commercial, industrial or non-consumer uses, unless such uses represent
313 the only significant mode of use of the product.

314
315 "Installation Information" for a User Product means any methods,

316 procedures, authorization keys, or other information required to install
317 and execute modified versions of a covered work in that User Product from
318 a modified version of its Corresponding Source. The information must
319 suffice to ensure that the continued functioning of the modified object
320 code is in no case prevented or interfered with solely because
321 modification has been made.

322

323 If you convey an object code work under this section in, or with, or
324 specifically for use in, a User Product, and the conveying occurs as
325 part of a transaction in which the right of possession and use of the
326 User Product is transferred to the recipient in perpetuity or for a
327 fixed term (regardless of how the transaction is characterized), the
328 Corresponding Source conveyed under this section must be accompanied
329 by the Installation Information. But this requirement does not apply
330 if neither you nor any third party retains the ability to install
331 modified object code on the User Product (for example, the work has
332 been installed in ROM).

333

334 The requirement to provide Installation Information does not include a
335 requirement to continue to provide support service, warranty, or updates
336 for a work that has been modified or installed by the recipient, or for
337 the User Product in which it has been modified or installed. Access to a
338 network may be denied when the modification itself materially and
339 adversely affects the operation of the network or violates the rules and
340 protocols for communication across the network.

341

342 Corresponding Source conveyed, and Installation Information provided,
343 in accord with this section must be in a format that is publicly
344 documented (and with an implementation available to the public in
345 source code form), and must require no special password or key for
346 unpacking, reading or copying.

347

348 7. Additional Terms.

349

350 "Additional permissions" are terms that supplement the terms of this
351 License by making exceptions from one or more of its conditions.
352 Additional permissions that are applicable to the entire Program shall
353 be treated as though they were included in this License, to the extent
354 that they are valid under applicable law. If additional permissions
355 apply only to part of the Program, that part may be used separately
356 under those permissions, but the entire Program remains governed by
357 this License without regard to the additional permissions.

358

359 When you convey a copy of a covered work, you may at your option
360 remove any additional permissions from that copy, or from any part of
361 it. (Additional permissions may be written to require their own
362 removal in certain cases when you modify the work.) You may place
363 additional permissions on material, added by you to a covered work,

364 for which you have or can give appropriate copyright permission.

365

366 Notwithstanding any other provision of this License, for material you
367 add to a covered work, you may (if authorized by the copyright holders of
368 that material) supplement the terms of this License with terms:

369

370 a) Disclaiming warranty or limiting liability differently from the
371 terms of sections 15 and 16 of this License; or

372

373 b) Requiring preservation of specified reasonable legal notices or
374 author attributions in that material or in the Appropriate Legal
375 Notices displayed by works containing it; or

376

377 c) Prohibiting misrepresentation of the origin of that material, or
378 requiring that modified versions of such material be marked in
379 reasonable ways as different from the original version; or

380

381 d) Limiting the use for publicity purposes of names of licensors or
382 authors of the material; or

383

384 e) Declining to grant rights under trademark law for use of some
385 trade names, trademarks, or service marks; or

386

387 f) Requiring indemnification of licensors and authors of that
388 material by anyone who conveys the material (or modified versions of
389 it) with contractual assumptions of liability to the recipient, for
390 any liability that these contractual assumptions directly impose on
391 those licensors and authors.

392

393 All other non-permissive additional terms are considered "further
394 restrictions" within the meaning of section 10. If the Program as you
395 received it, or any part of it, contains a notice stating that it is
396 governed by this License along with a term that is a further restriction,
397 you may remove that term. If a license document contains a further
398 restriction but permits relicensing or conveying under this License, you
399 may add to a covered work material governed by the terms of that license
400 document, provided that the further restriction does not survive such
401 relicensing or conveying.

402

403 If you add terms to a covered work in accord with this section, you
404 must place, in the relevant source files, a statement of the
405 additional terms that apply to those files, or a notice indicating
406 where to find the applicable terms.

407

408 Additional terms, permissive or non-permissive, may be stated in the
409 form of a separately written license, or stated as exceptions;
410 the above requirements apply either way.

411

412 8. Termination.

413

414 You may not propagate or modify a covered work except as expressly
415 provided under this License. Any attempt otherwise to propagate or
416 modify it is void, and will automatically terminate your rights under
417 this License (including any patent licenses granted under the third
418 paragraph of section 11).

419

420 However, if you cease all violation of this License, then your
421 license from a particular copyright holder is reinstated (a)
422 provisionally, unless and until the copyright holder explicitly and
423 finally terminates your license, and (b) permanently, if the copyright
424 holder fails to notify you of the violation by some reasonable means
425 prior to 60 days after the cessation.

426

427 Moreover, your license from a particular copyright holder is
428 reinstated permanently if the copyright holder notifies you of the
429 violation by some reasonable means, this is the first time you have
430 received notice of violation of this License (for any work) from that
431 copyright holder, and you cure the violation prior to 30 days after
432 your receipt of the notice.

433

434 Termination of your rights under this section does not terminate the
435 licenses of parties who have received copies or rights from you under
436 this License. If your rights have been terminated and not permanently
437 reinstated, you do not qualify to receive new licenses for the same
438 material under section 10.

439

440 9. Acceptance Not Required for Having Copies.

441

442 You are not required to accept this License in order to receive or
443 run a copy of the Program. Ancillary propagation of a covered work
444 occurring solely as a consequence of using peer-to-peer transmission
445 to receive a copy likewise does not require acceptance. However,
446 nothing other than this License grants you permission to propagate or
447 modify any covered work. These actions infringe copyright if you do
448 not accept this License. Therefore, by modifying or propagating a
449 covered work, you indicate your acceptance of this License to do so.

450

451 10. Automatic Licensing of Downstream Recipients.

452

453 Each time you convey a covered work, the recipient automatically
454 receives a license from the original licensors, to run, modify and
455 propagate that work, subject to this License. You are not responsible
456 for enforcing compliance by third parties with this License.

457

458 An "entity transaction" is a transaction transferring control of an
459 organization, or substantially all assets of one, or subdividing an

460 organization, or merging organizations. If propagation of a covered
461 work results from an entity transaction, each party to that
462 transaction who receives a copy of the work also receives whatever
463 licenses to the work the party's predecessor in interest had or could
464 give under the previous paragraph, plus a right to possession of the
465 Corresponding Source of the work from the predecessor in interest, if
466 the predecessor has it or can get it with reasonable efforts.

467

468 You may not impose any further restrictions on the exercise of the
469 rights granted or affirmed under this License. For example, you may
470 not impose a license fee, royalty, or other charge for exercise of
471 rights granted under this License, and you may not initiate litigation
472 (including a cross-claim or counterclaim in a lawsuit) alleging that
473 any patent claim is infringed by making, using, selling, offering for
474 sale, or importing the Program or any portion of it.

475

476 11. Patents.

477

478 A "contributor" is a copyright holder who authorizes use under this
479 License of the Program or a work on which the Program is based. The
480 work thus licensed is called the contributor's "contributor version".

481

482 A contributor's "essential patent claims" are all patent claims
483 owned or controlled by the contributor, whether already acquired or
484 hereafter acquired, that would be infringed by some manner, permitted
485 by this License, of making, using, or selling its contributor version,
486 but do not include claims that would be infringed only as a
487 consequence of further modification of the contributor version. For
488 purposes of this definition, "control" includes the right to grant
489 patent sublicenses in a manner consistent with the requirements of
490 this License.

491

492 Each contributor grants you a non-exclusive, worldwide, royalty-free
493 patent license under the contributor's essential patent claims, to
494 make, use, sell, offer for sale, import and otherwise run, modify and
495 propagate the contents of its contributor version.

496

497 In the following three paragraphs, a "patent license" is any express
498 agreement or commitment, however denominated, not to enforce a patent
499 (such as an express permission to practice a patent or covenant not to
500 sue for patent infringement). To "grant" such a patent license to a
501 party means to make such an agreement or commitment not to enforce a
502 patent against the party.

503

504 If you convey a covered work, knowingly relying on a patent license,
505 and the Corresponding Source of the work is not available for anyone
506 to copy, free of charge and under the terms of this License, through a
507 publicly available network server or other readily accessible means,

508 then you must either (1) cause the Corresponding Source to be so
509 available, or (2) arrange to deprive yourself of the benefit of the
510 patent license for this particular work, or (3) arrange, in a manner
511 consistent with the requirements of this License, to extend the patent
512 license to downstream recipients. "Knowingly relying" means you have
513 actual knowledge that, but for the patent license, your conveying the
514 covered work in a country, or your recipient's use of the covered work
515 in a country, would infringe one or more identifiable patents in that
516 country that you have reason to believe are valid.

517

518 If, pursuant to or in connection with a single transaction or
519 arrangement, you convey, or propagate by procuring conveyance of, a
520 covered work, and grant a patent license to some of the parties
521 receiving the covered work authorizing them to use, propagate, modify
522 or convey a specific copy of the covered work, then the patent license
523 you grant is automatically extended to all recipients of the covered
524 work and works based on it.

525

526 A patent license is "discriminatory" if it does not include within
527 the scope of its coverage, prohibits the exercise of, or is
528 conditioned on the non-exercise of one or more of the rights that are
529 specifically granted under this License. You may not convey a covered
530 work if you are a party to an arrangement with a third party that is
531 in the business of distributing software, under which you make payment
532 to the third party based on the extent of your activity of conveying
533 the work, and under which the third party grants, to any of the
534 parties who would receive the covered work from you, a discriminatory
535 patent license (a) in connection with copies of the covered work
536 conveyed by you (or copies made from those copies), or (b) primarily
537 for and in connection with specific products or compilations that
538 contain the covered work, unless you entered into that arrangement,
539 or that patent license was granted, prior to 28 March 2007.

540

541 Nothing in this License shall be construed as excluding or limiting
542 any implied license or other defenses to infringement that may
543 otherwise be available to you under applicable patent law.

544

545 12. No Surrender of Others' Freedom.

546

547 If conditions are imposed on you (whether by court order, agreement or
548 otherwise) that contradict the conditions of this License, they do not
549 excuse you from the conditions of this License. If you cannot convey a
550 covered work so as to satisfy simultaneously your obligations under this
551 License and any other pertinent obligations, then as a consequence you may
552 not convey it at all. For example, if you agree to terms that obligate you
553 to collect a royalty for further conveying from those to whom you convey
554 the Program, the only way you could satisfy both those terms and this
555 License would be to refrain entirely from conveying the Program.

556

557 13. Remote Network Interaction; Use with the GNU General Public License.

558

559 Notwithstanding any other provision of this License, if you modify the
560 Program, your modified version must prominently offer all users
561 interacting with it remotely through a computer network (if your version
562 supports such interaction) an opportunity to receive the Corresponding
563 Source of your version by providing access to the Corresponding Source
564 from a network server at no charge, through some standard or customary
565 means of facilitating copying of software. This Corresponding Source
566 shall include the Corresponding Source for any work covered by version 3
567 of the GNU General Public License that is incorporated pursuant to the
568 following paragraph.

569

570 Notwithstanding any other provision of this License, you have permission
571 to link or combine any covered work with a work licensed under version 3
572 of the GNU General Public License into a single combined work, and to
573 convey the resulting work. The terms of this License will continue to
574 apply to the part which is the covered work, but the work with which it is
575 combined will remain governed by version 3 of the GNU General Public
576 License.

577

578 14. Revised Versions of this License.

579

580 The Free Software Foundation may publish revised and/or new versions of
581 the GNU Affero General Public License from time to time. Such new
582 versions will be similar in spirit to the present version, but may differ
583 in detail to address new problems or concerns.

584

585 Each version is given a distinguishing version number. If the
586 Program specifies that a certain numbered version of the GNU Affero
587 General Public License "or any later version" applies to it, you have
588 the option of following the terms and conditions either of that
589 numbered version or of any later version published by the Free
590 Software Foundation. If the Program does not specify a version number
591 of the GNU Affero General Public License, you may choose any version
592 ever published by the Free Software Foundation.

593

594 If the Program specifies that a proxy can decide which future
595 versions of the GNU Affero General Public License can be used, that
596 proxy's public statement of acceptance of a version permanently
597 authorizes you to choose that version for the Program.

598

599 Later license versions may give you additional or different
600 permissions. However, no additional obligations are imposed on any
601 author or copyright holder as a result of your choosing to follow a
602 later version.

603

604 15. Disclaimer of Warranty.

605

606 THERE IS NO WARRANTY FOR THE PROGRAM, TO THE EXTENT PERMITTED BY
607 APPLICABLE LAW. EXCEPT WHEN OTHERWISE STATED IN WRITING THE COPYRIGHT
608 HOLDERS AND/OR OTHER PARTIES PROVIDE THE PROGRAM "AS IS" WITHOUT WARRANTY
609 OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO,
610 THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR
611 PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE PROGRAM
612 IS WITH YOU. SHOULD THE PROGRAM PROVE DEFECTIVE, YOU ASSUME THE COST OF
613 ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

614

615 16. Limitation of Liability.

616

617 IN NO EVENT UNLESS REQUIRED BY APPLICABLE LAW OR AGREED TO IN WRITING
618 WILL ANY COPYRIGHT HOLDER, OR ANY OTHER PARTY WHO MODIFIES AND/OR CONVEYS
619 THE PROGRAM AS PERMITTED ABOVE, BE LIABLE TO YOU FOR DAMAGES, INCLUDING ANY
620 GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE
621 USE OR INABILITY TO USE THE PROGRAM (INCLUDING BUT NOT LIMITED TO LOSS OF
622 DATA OR DATA BEING RENDERED INACCURATE OR LOSSES SUSTAINED BY YOU OR THIRD
623 PARTIES OR A FAILURE OF THE PROGRAM TO OPERATE WITH ANY OTHER PROGRAMS),
624 EVEN IF SUCH HOLDER OR OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF
625 SUCH DAMAGES.

626

627 17. Interpretation of Sections 15 and 16.

628

629 If the disclaimer of warranty and limitation of liability provided
630 above cannot be given local legal effect according to their terms,
631 reviewing courts shall apply local law that most closely approximates
632 an absolute waiver of all civil liability in connection with the
633 Program, unless a warranty or assumption of liability accompanies a
634 copy of the Program in return for a fee.

635

636 END OF TERMS AND CONDITIONS

637

638 How to Apply These Terms to Your New Programs

639

640 If you develop a new program, and you want it to be of the greatest
641 possible use to the public, the best way to achieve this is to make it
642 free software which everyone can redistribute and change under these terms.

643

644 To do so, attach the following notices to the program. It is safest
645 to attach them to the start of each source file to most effectively
646 state the exclusion of warranty; and each file should have at least
647 the "copyright" line and a pointer to where the full notice is found.

648

649 <one line to give the program's name and a brief idea of what it does.>
650 Copyright (C) <year> <name of author>

651

652 This program is free software: you can redistribute it and/or modify
653 it under the terms of the GNU Affero General Public License as
654 published by the Free Software Foundation, either version 3 of the
655 License, or (at your option) any later version.

656
657 This program is distributed in the hope that it will be useful,
658 but WITHOUT ANY WARRANTY; without even the implied warranty of
659 MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. See the
660 GNU Affero General Public License for more details.

661
662 You should have received a copy of the GNU Affero General Public License
663 along with this program. If not, see <<http://www.gnu.org/licenses/>>.

664
665 Also add information on how to contact you by electronic and paper mail.

666
667 If your software can interact with users remotely through a computer
668 network, you should also make sure that it provides a way for users to
669 get its source. For example, if your program is a web application, its
670 interface could display a "Source" link that leads users to an archive
671 of the code. There are many ways you could offer source, and different
672 solutions will be better for different programs; see section 13 for the
673 specific requirements.

674
675 You should also get your employer (if you work as a programmer) or school,
676 if any, to sign a "copyright disclaimer" for the program, if necessary.
677 For more information on this, and how to apply and follow the GNU AGPL, see
678 <<http://www.gnu.org/licenses/>>.

679

680

681 "Commons Clause" License Condition

682

683 The Software is provided to you by the Licensor under the License, as
684 defined below, subject to the following condition. Without limiting
685 other conditions in the License, the grant of rights under the License
686 will not include, and the License does not grant to you, the right to
687 Sell the Software. For purposes of the foregoing, "Sell" means
688 practicing any or all of the rights granted to you under the License
689 to provide to third parties, for a fee or other consideration,
690 a product or service that consists, entirely or substantially,
691 of the Software or the functionality of the Software. Any license
692 notice or attribution required by the License must also include
693 this Commons Cause License Condition notice.