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Attorneys for Defendants and Counter Claimants:
PURETHINK LLC, a Delaware limited
liability company, IGOV INC., a Virginia
corporation, and JOHN MARK SUHY

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

NEO4J, INC., a Delaware corporation,
Plaintiff,

v.

PURETHINK LLC, a Delaware limited
liability company, IGOV INC., a
Virginia corporation, and JOHN MARK
SUHY, an individual,
Defendants.

PURETHINK LLC, a Delaware limited
liability company, IGOV, INC. a
Virginia corporation,
Counter Claimants

v.

NEO4J, INC. a Delaware
corporation,
Counter Defendant.

CASE NO. 5:18-cv-7182 EJD

**DEFENDANT PURETHINK
LLC AND IGOV, INC'S
COUNTERCLAIM AGAINST
NEO4J, INC. FOR**

- 1) Interference With
Prospective Economic
Advantage**
- 2) Interference with Contract**
- 3) Breach of Contract**
- 4) Declaratory Relief (Void
Restrictions)**
- 5) Declaratory Relief
(Restrictions Violate AGPL
License)**
- 6) Declaratory Relief
(Abandonment of
Trademark)**

DEMAND FOR JURY TRIAL

1 Counter Claimant PURETHINK LLC, a Delaware limited liability company
2 (“PureThink”) and IGOV, INC. a Virginia corporation (“iGov”) allege against
3 NEO4J, Inc. as follows:

4
5 **I. Jurisdiction**

- 6 1. This is a compulsory counterclaim under Federal Rule of Civil
7 Procedure §13(a). This Court has supplemental jurisdiction under 28
8 USC § 1367(a).

9
10 **II. Parties**

- 11 2. Counter Claimant PureThink LLC, is a Delaware limited liability
12 company.
13 3. Counter Claimant IGOV, INC. is a Virginia corporation.
14 4. Counter Defendant NEO4J, Inc. is a Delaware corporation.

15 **III. Introduction**

- 16 5. Neo4j Sweden AB -a non-party- licenses software called Neo4j as open
17 source software under a GNU General Public License model. The GNU
18 General Public License “GPL” license and a variant for server
19 deployment called the GNU Affero General Public License “AGPL”
20 license have several versions and distinctions. Neo4j is licensed as a
21 Community edition under the GPLv.3 and an Enterprise edition under
22 the AGPLv.3 (“License”) A true and correct copy of the Neo4j AGPL
23 License is attached as Exhibit A.
24
25

1 6. The Neo4j open source software is available at Github.com which is the
2 preeminent open source software repository:

3 <https://github.com/neo4j/neo4j/tree/3.5>

4 7. PureThink and iGOV have downloaded Neo4j source code from GitHub
5 under the APGL license. Anyone may download the Neo4j source code
6 and use, modify, support, combine and convey the software. However,
7 using GPL or AGPL may require distribution of modifications to the
8 source code under “copyleft” license requirements of GPL and AGPL
9 licenses.

10 8. Using an open source distribution and development model, Neo4j
11 Sweden AB distributes Neo4j software to users and developers. The
12 GPL and AGPL licenses provide for free use of the software and free
13 use of distributed modifications and extended versions of the program
14 as well.

15 9. After starting the Neo4j software with open source free licensing and
16 benefitting from free third party development, there was a change to a
17 dual-license model. Neo4j Sweden AB continues to license the open
18 source software while NEO4J, Inc. licenses an object code version of the
19 open source software with support under a “commercial” license.

20 PureThink is unable to determine if NEO4J, Inc. claims the commercial
21 version is proprietary or limited in some manner. Neo4j has over 100
22 contributors and it is unclear if all contributors assigned their
23 copyright to changes in Neo4j to NEO4J, Inc. As NEO4J, Inc. used the
24 open source version to develop and convey “commercial” versions of
25

1 Neo4j, the “commercial” software is subject to the terms of the AGPL.

2 Those terms include:

3 Section 2 of the AGPL license provides, in part:

4 “All rights granted under this License are granted for the
5 term of copyright on the Program, and are irrevocable
6 provided the stated conditions are met. This License
explicitly affirms your unlimited permission to run the
unmodified Program. ...

7 You may make, run and propagate covered works that you do not
8 convey, without conditions so long as your license otherwise
remains in force.”

9 Section 4 of the AGPL license provides, in part:

10 “You may charge any price or no price for each copy that you
11 convey, and you may offer support or warranty protection for a
fee.”

12 Section 7 of the AGPL license provides, in part:

13 All other non-permissive additional terms are considered "further
14 restrictions" within the meaning of section 10. If the Program as
15 you received it, or any part of it, contains a notice stating that it is
16 governed by this License along with a term that is a further
17 restriction, you may remove that term. If a license document
18 contains a further restriction but permits relicensing or conveying
under this License, you may add to a covered work material
governed by the terms of that license document, provided that the
further restriction does not survive such relicensing or conveying.
Section 10 (Automatic licensing of Downstream Recipients)
of the AGPL provides, in part:

19 “Each time you convey a covered work, the receipt
20 automatically receives a license from the original licensors, to run,
modify and propagate that work, subject to this license... .”

21 “You may not impose any further restrictions on the exercise of the
22 rights granted or affirmed under this License.”

23 10. NEO4J Inc. also set up a sales channel to use partners, such as
24 PureThink, to sell and support the “commercial” version of Neo4j. As
25

1 part of that model, the partner would receive 25% of the fee and
2 provide support for customer.

3 11. The Partner Agreement seeks to restrict partners from working
4 with the open source version of Neo4j software during the Partner
5 Agreement and for 3 years after termination. But these restrictions are
6 invalid under California Business and Professions Code §16600. The
7 restrictions also violate the no further restrictions clause (Section 10) of
8 the AGPL. The AGPL license limits the rights of a party to restrict
9 rights to use the AGPL. PureThink is informed and believes that
10 NEO4J, Inc. uses these restrictions to prevent partners from working
11 with any customers on open source versions of Neo4j which also
12 prevents such parties from working for or with PureThink.

13 12. During 2014, the MPO (Maryland Procurement Office) was in
14 discussions with NEO4J, Inc. about Neo4j. The MPO referred NEO4J,
15 Inc. to PureThink as PureThink was a registered vendor in the Arcnet
16 Vendor System and with Neo4j listed as one of its capabilities.

17 13. PureThink and NEO4J, Inc. signed a NEO4J Solution Partner
18 Agreement with Neo Technology, Inc, effective 9-30-2014. ("Partner
19 Agreement") A true and correct copy of the Partner Agreement is
20 attached as Exhibit B.

21 14. John Suhy, of PureThink, had discussions with Lars Nordwall,
22 COO of NEO4J, Inc. concerning the challenges of obtaining business
23 with the US government. Mr. Suhy and Mr. Nordwall discussed the
24 need to modify the software offering to satisfy security and other
25 requirements the government had. Mr. Nordwall represented to Mr.

1 Suhy that he could improve the open source Neo4j software offering for
2 the government and that PureThink would have exclusive rights to the
3 Neo4J support and deals with the Government. Furthermore, a
4 separate agreement came into place for the new Neo4j version for the
5 government which was supposed to protect the investment PureThink
6 was making and was going to make.

7 15. PureThink, worked for months on the new Neo4j Government
8 Package software, determining the requirements, designing and
9 developing enhancements and additional features around Neo4j
10 including support and professional services to address critical
11 government security and procurement requirements. PureThink spent
12 an equivalent to \$650,000 to design, develop, and build the new Neo4j
13 Government Package software based on Mr. Nordwall's representations
14 that PureThink would have continuing exclusivity with the government
15 sales and support contracts. PureThink's government packaging of
16 Neo4j was called Neo4j Government Edition and a.k.a. Neo4j
17 Enterprise Government Edition. ("Neo4j Government Edition"). The
18 Neo4j Government Edition was a complete package that included
19 additional services, support and software modules enhancing Neo4j to
20 address critical government requirements.

21 16. PureThink did deals with MPO, Sandia National Laboratories,
22 and the FBI with NEO4J, Inc.'s approval and closed a deal with the
23 IRS which NEO4J, Inc. initially approved but later changed its position
24 and ultimately did not approve.
25

1 17. There were no functional differences between the open source
2 version of Neo4j and what NEO4J, Inc. called a commercial version of
3 Neo4j. Further, under the rules of GPL and AGPL open source
4 software, there could not be as modifications to and conveyance of open
5 source software under an AGPL license must continue to be licensed on
6 an open source AGPL license. It appears NEO4J, Inc.'s solution to this
7 problem was and is to misrepresent the truth or actively conceal the
8 issue.

9 18. PureThink and IRS entered into a contract which for the first
10 time, was done completely outside the partner agreement, and under
11 the Government Edition agreement. The contract included consulting
12 services to build out a solution IRS requested around the Neo4j
13 Government Edition. NEO4J, Inc. told PureThink to make whatever
14 decisions were needed regarding the much smaller license portion of
15 the contract. During the performance of the contract, when the IRS
16 asked PureThink the difference between Neo4j open source and
17 NEO4J, Inc.'s commercial version, NEO4J, Inc. told PureThink to tell
18 the IRS the open source version had to be an open use. When
19 PureThink would not make this statement to IRS, NEO4J, Inc. then
20 proceeded to reach out directly to IRS personnel directly with this
21 message. This scare tactic is utterly false and a user of AGPL software
22 does not have to license its use to everyone. The other improper control
23 is NEO4J, Inc.'s unlawful restrictions in its Solution Partner
24 Agreement which claims the partner may not use the open source
25 software during the Partner Agreement or for three years after

1 termination. With these invalid restrictions NEO4J, Inc. unlawfully
2 restricts third parties from supporting the free open source version so
3 NEO4J, Inc. can license and support the same software under an
4 expensive commercial license without fear of honest competition. After
5 discussions with PureThink and IRS, NEO4J Inc. further attempted to
6 improperly restrict this open source software by adding a restriction to
7 the AGPL software license documents referred to as “Commons Clause”
8 license condition which sought to broadly restrict the rights of anyone
9 from selling or otherwise profiting from the sales of support services
10 upon such software. Such attempt of adding this type of restriction
11 was in violation of the AGPL license as described in paragraph 9 above
12 at section 7.

13 19. When PureThink resisted misrepresenting the differences
14 between the open source software and NEO4J, Inc.’s commercial
15 version, NEO4J, Inc. retaliated, terminating the Government Edition,
16 the Government Edition Agreement, the Partner Agreement and
17 eliminating PureThink as a competitor by telling users and potential
18 users PureThink could not support the open source version of Neo4j.
19 Because of NEO4J Inc.’s improper retaliation and interference with
20 PureThink’s business, iGOV was set up to start fresh in providing
21 solutions around Neo4j. iGOV open source software use. iGOV is
22 informed and believes that NEO4J, Inc. also advised iGOV potential
23 customers that iGOV could not work with them either.
24
25

IV. Counterclaims

First Cause of Action

**Interference With Prospective Economic Advantage
(Against NEO4J, Inc.)**

20. PureThink and iGOV reincorporate the allegations in paragraph 1-19 as alleged above.

21. PureThink had an economic relationship with the possibility of future economic relationships with the United States government agencies MPO, FBI, Sandia National Laboratories, IRS, and others (“Agencies”). PureThink had already secured prior business with the MPO, FBI and Sandia National Laboratories, and the US Treasury. PureThink had been awarded a new contract with the IRS.

22. PureThink was working on potential business opportunities with US Treasury, Linkurious, Excella, Information Analysis Incorporated, Deloitte, GraphAware, Calibre, Lockheed Martin, Modus21 LLC, Mitre, United States Postal Service (USPS), National Institutes of Health (NIH), U.S. Census Bureau, Army, DHS, and others.

23. iGov Inc was working on potential business opportunities with the possibility of future economic relationships with Accenture, Northrop Grumman Corporation, Anacapa Micro Products, NASA, NGA, Airforce, and others.

24. PureThink and iGOV are informed and believe NEO4J, Inc. was aware of each of the economic relationships and prospective future

1 relationships PureThink and iGOV had with these Agencies and
2 companies.

3 25. PureThink and iGOV are informed and believes an on said basis
4 alleges that NEO4J, Inc. intentionally interfered with PureThink and
5 iGOV's relationships by telling the Agencies and companies,
6 PureThink was terminated as a solution partner and could not support
7 open source versions of Neo4j for a period of 36 months following
8 termination. Upon information and belief, NEO4J, Inc. also informed
9 other 3rd parties that iGov was under the same 36 month restriction.

10 26. This interference was intended to disrupt the economic relationship
11 between PureThink, iGOV and the Agencies and companies.

12 27. NEO4J, Inc.'s interference was an independent wrongful act as it
13 violated California Business and Professions Code §16600: "Except as
14 provided in this chapter, every contract by which anyone is restrained
15 from engaging in a lawful profession, trade, or business of any kind is
16 to that extent void."

17 28. PureThink and iGOV had the legal right to enter into agreements with
18 the Agencies and third parties using Neo4j open source software under
19 the terms of the APGL software license and could not be prevented
20 from lawfully doing so.

21 29. PureThink and iGOV's relationship with the Agencies and companies
22 was actually and totally disrupted by NEO4J, Inc.'s wrongful
23 interference.

24 30. PureThink and iGOV have suffered economic harm proximately caused
25 by NEO4J, Inc.'s wrongful interference including lost sales, lost profits,

1 and future business with. PureThink has also lost its investment in
2 developing the Government Edition.

3 31. PureThink and iGOV have suffered damages in an amount believed to
4 exceed \$15,000,000.

5 32. NEO4J, Inc.'s conduct was oppressive, malicious, and fraudulent
6 justifying an award of punitive damages under California Civil Code
7 §3294. PureThink and iGOV are informed and believe that NEO4J,
8 Inc.'s conduct was authorized, ratified or made by an officer, director or
9 managing agent of NEO4J.

10
11 **Second Cause of Action**
12 **Interference With Contract**
13 **(Against NEO4J, Inc.)**

14 33. PureThink and iGOV reincorporate the allegations in paragraph 1-32
15 as alleged above.

16 34. PureThink and iGOV have an irrevocable right to use, modify, support
17 and convey Neo4j software under an APGL license through Neo4j
18 Sweden AB.

19 35. PureThink and iGOV are informed and believe NEO4J, Inc. was aware
20 of the License between PureThink, iGOV and Neo4j Sweden AB.

21 36. PureThink is informed and believes and on said basis alleges that
22 NEO4J, Inc. intentionally interfered with the License by telling the
23 government agencies and companies, PureThink and iGOV could not
24 support open source versions of Neo4J. The open source version was
25 freely available under the License and the License provides PureThink

1 and iGOV may provide support for Neo4j and such right may not be
2 restricted.

3 37. PureThink and iGOV have the legal right to enter into agreements
4 with the agencies and third parties using Neo4j open source software
5 under the terms of the APGL software license and could not be
6 prevented from lawfully doing so.

7 38. PureThink's and iGOV's relationships with the Agencies and
8 companies was actually and totally disrupted by NEO4J, Inc.'s
9 interference with the License.

10 39. PureThink and iGOV have both suffered economic harm proximately
11 caused by NEO4J, Inc.'s wrongful interference including lost sales, lost
12 profits, and future business. PureThink has also lost its investment in
13 developing the Government Edition.

14 40. PureThink and iGov has suffered damages in an amount believed to
15 exceed \$15,000,000.

16 41. NEO4J's conduct was oppressive, malicious, and fraudulent justifying
17 an award of punitive damages under California Civil Code §3294.
18 PureThink and iGOV are informed and believes that NEO4J, Inc.'s
19 conduct was authorized, ratified or made by an officer, director or
20 managing agent of NEO4J, Inc.

21
22 **Third Cause of Action**
23 **Breach of Contract**
24 **(Against NEO4J, Inc.)**
25

1 42. PureThink reincorporates the allegations in paragraph 1-41 as alleged
2 above.

3 43. PureThink and NEO4J, Inc. entered into the Partner Agreement
4 effective 9-30-2014.

5 44. PureThink performed all its obligations under the Partner Agreement,
6 except those which are unlawful, were prevented, waived or excused.

7 45. NEO4J, Inc. breached the Partner Agreement by failing to pay
8 PureThink \$26,020 which is 25% of a \$104,028 deal with DHS USCIS.

9 46. As a result of NEO4J Inc.'s breach, PureThink has been damaged in
10 the sum of \$26,020 plus interest at the legal rate.

11 12 **Fourth Cause of Action**

13 **Declaratory Relief**

14 **(Void Restrictions)**

15 47. PureThink and iGOV reincorporates the allegations in paragraph 1-46
16 as alleged above.

17 48. There is a present controversy where NEO4J, Inc. claims 4.3.2 of the
18 Partner Agreement may be enforced against PureThink and iGOV.

19 That clause states:

20 4.3.2 During the term of this Agreement and up until thirty six
21 (36) months after the termination or expiration of this Agreement,
22 Partner may not develop, market, distribute or offer any services
23 related to any Neo Technology Community Edition Products,
24 derivative works of such products, or any Partner software code
made to work with Neo Technology Community Edition
Products(including, without limitation, hosting services, training,
technical support, configuration and customization services, etc.)

25 49. PureThink asserts clause 4.3.2 of the Partner Agreement is void under

1 California Business and Professions Code §16600. iGOV claims the
 2 Partner Agreement does not apply to iGOV, but if it does, clause 4.3.2
 3 of the Partner Agreement is void under California Business and
 4 Professions Code §16600.

5 50. PureThink and iGOV requests a declaration that § 4.3.2 of the Partner
 6 Agreement is void under California Business and Professions Code
 7 §16600.

8 **Fifth Cause of Action**

9 **Declaratory Relief**

10 **(Restrictions Violate AGPL License)**

11 51. PureThink and iGov reincorporate the allegations in paragraph 1-50
 12 as alleged above.

13 52. There is a present controversy where NEO4J, Inc. claims 4.3.1 and
 14 4.3.2 of the Partner Agreement may be enforced while PureThink and
 15 iGOV assert the restriction in those section violate the GNU AFFERO
 16 GENERAL PUBLIC LICENSED VERSION 3 or the GPL for Neo4j
 17 because the NEO4J's commercial software is based on the open source
 18 version of Neo4J from Neo4j Sweden AB. NEO4J, Inc. is subject to the
 19 license limitation on restricting use of the open source version of Neo4j.
 20 The Section 2 (Basic Permissions) of the APGL provides, in part:

21 “All rights granted under this License are granted for the term of
 22 copyright on the Program, and are irrevocable provided the stated
 23 conditions are met. This License explicitly affirms your unlimited
 permission to run the unmodified Program.” ...

24 “You may make, run and propagate covered works that you do not
 25 convey, without conditions so long as your license otherwise
 remains in force”...

1 Section 4 of the AGPL license provides, in part:

2 “You may charge any price or no price for each copy that you
3 convey, and you may offer support or warranty protection for a
4 fee.”

5 Section 10 (Automatic licensing of Downstream Recipients) of the
6 AGPL provides, in part:

7 “You may not impose any further restrictions on the exercise of the
8 rights granted or affirmed under this License.”

9 53. PureThink and iGOV have the rights granted under the License and
10 may use Neo4j, provide support for Neo4j, charge for support and
11 NEO4J, Inc. may not restrict the use of Neo4j and prevent PureThink,
12 iGOV or any third party from exercising the rights granted under the
13 AGPL. Under the AGPL, NEO4J, Inc. may not prohibit anyone from
14 using, modifying or supporting Neo4j.

15 54. PureThink and iGOV request a declaration that §§ 4.3.1 and 4.3.2 of
16 the Partner Agreement are void under the License as the restriction
17 violate the terms of the License.

18 **Sixth Cause of Action**

19 **Declaratory Relief**

20 **(Abandonment of Trademark)**

21 55. PureThink and iGOV reincorporate the allegations in paragraph 1-54
22 as alleged above.

23 56. There is a present controversy where NEO4J, Inc. claims it has the
24 right to use and enforce the Neo4j trademark. PureThink and iGOV
25 claim there is confusion whether Neo4j is a company name trademark

1 or product name trademark. This confusion is exacerbated by Neo4j
 2 Sweden AB' open source license for a product called Neo4j. Neo4j
 3 Sweden AB's license states: "The software ("Software") is developed and
 4 owned by Neo4j Sweden AB (referred to in this notice as "Neo4j")... .
 5 Neo4j Sweden AB asserts they own the software-and not plaintiff- and
 6 they use Neo4j name as part of the company name and call the open
 7 source software product Neo4j too. As the Neo4j trademark is used and
 8 licensed as open source software there is no ability to maintain quality
 9 control over the software product called Neo4j as any licensees may
 10 modify combine the software with other code and distributed or convey
 11 Neo4j without required quality control by NEO4J, Inc.

12 57. PureThink and iGOV request declaratory relief that the Neo4j
 13 registered trademark be abandoned under the doctrine of Naked
 14 License.

15 **V. Prayer for Relief**

16 Wherefore PureThink and iGOV request judgment against NEO4J, Inc. as
 17 follows:
 18

- 19 1. For general, special and punitive damages according to proof.
- 20 2. For declaratory relief that:
 - 21 a. § 4.3.2 of the Partner Agreement is void under California Business
 22 and Professions Code §16600.
 - 23 b. §§ 4.3.1 and 4.3.2 of the Partner Agreement are void under the
 24 License.

1 c. The Neo4j registered trademark be abandoned under the doctrine of
2 Naked License

3 3. That Counter Claimants recover costs;

4 4. And for such other relief as the Court deems just.

5
6 Dated: January 9, 2019

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8

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12 Attorney for Counter Claimants
13 PURETHINK LLC, a Delaware limited
14 liability company, IGOV INC., a Virginia
corporation.

15 **DEMAND FOR JURY TRIAL**

16 Counter Claimant PURETHINK LLC and IGOV, Inc. hereby demand a
17 trial by jury.
18

19

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24 Attorneys for Counter Claimants
25 PURETHINK LLC, a Delaware limited
liability company, IGOV INC., a Virginia
corporation.

EXHIBIT A

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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/
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11 The software ("Software") is developed and owned by Neo4j Sweden AB
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14
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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
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Exhibit A

and/or modify the software.

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

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

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

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

TERMS AND CONDITIONS

0. Definitions.

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

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

"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.

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.

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

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.

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.

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

Exhibit A

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.

1. Source Code.

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.

A "Standard Interface" means an interface that either is an official standard defined by a recognized standards body, or, in the case of interfaces specified for a particular programming language, one that is widely used among developers working in that language.

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

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

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

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

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your copyrighted material outside their relationship with you.

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

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

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

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

5. Conveying Modified Source Versions.

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

a) The work must carry prominent notices stating that you modified it, and giving a relevant date.

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

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

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

A compilation of a covered work with other separate and independent works, which are not by their nature extensions of the covered work, and which are not combined with it such as to form a larger program, in or on a volume of a storage or distribution medium, is called an

"aggregate" if the compilation and its resulting copyright are not used to limit the access or legal rights of the compilation's users beyond what the individual works permit. Inclusion of a covered work in an aggregate does not cause this License to apply to the other parts of the aggregate.

6. Conveying Non-Source Forms.

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

- a) Convey the object code in, or embodied in, a physical product (including a physical distribution medium), accompanied by the Corresponding Source fixed on a durable physical medium customarily used for software interchange.
- b) Convey the object code in, or embodied in, a physical product (including a physical distribution medium), accompanied by a written offer, valid for at least three years and valid for as long as you offer spare parts or customer support for that product model, to give anyone who possesses the object code either (1) a copy of the Corresponding Source for all the software in the product that is covered by this License, on a durable physical medium customarily used for software interchange, for a price no more than your reasonable cost of physically performing this conveying of source, or (2) access to copy the Corresponding Source from a network server at no charge.
- c) Convey individual copies of the object code with a copy of the written offer to provide the Corresponding Source. This alternative is allowed only occasionally and noncommercially, and only if you received the object code with such an offer, in accord with subsection 6b.
- d) Convey the object code by offering access from a designated place (gratis or for a charge), and offer equivalent access to the Corresponding Source in the same way through the same place at no further charge. You need not require recipients to copy the Corresponding Source along with the object code. If the place to copy the object code is a network server, the Corresponding Source may be on a different server (operated by you or a third party) that supports equivalent copying facilities, provided you maintain clear directions next to the object code saying where to find the Corresponding Source. Regardless of what server hosts the Corresponding Source, you remain obligated to ensure that it is available for as long as needed to satisfy these requirements.
- e) Convey the object code using peer-to-peer transmission, provided you inform other peers where the object code and Corresponding Source of the work are being offered to the general public at no charge under subsection 6d.

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

A "User Product" is either (1) a "consumer product", which means any tangible personal property which is normally used for personal, family, or household purposes, or (2) anything designed or sold for incorporation into a dwelling. In determining whether a product is a consumer product, doubtful cases shall be resolved in favor of coverage. For a particular product received by a particular user, "normally used" refers to a typical or common use of that class of product, regardless of the status of the particular user or of the way in which the particular user

actually uses, or expects or is expected to use, the product. A product is a consumer product regardless of whether the product has substantial commercial, industrial or non-consumer uses, unless such uses represent the only significant mode of use of the product.

"Installation Information" for a User Product means any methods, procedures, authorization keys, or other information required to install and execute modified versions of a covered work in that User Product from a modified version of its Corresponding Source. The information must suffice to ensure that the continued functioning of the modified object code is in no case prevented or interfered with solely because modification has been made.

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

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

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

7. Additional Terms.

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Exhibit A

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

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

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

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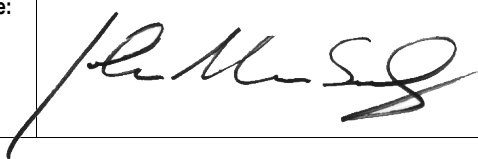
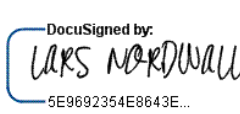
EXHIBIT B



NEO4J SOLUTION PARTNER AGREEMENT

Partner:	PureThink LLC	Neo Representative:	Erik Noltzen; [REDACTED]@neotechnology.com Phone: [REDACTED]
Address:	4202 Adrienne Dr	Address:	Neo Technology, Inc. 111 East 5th Avenue San Mateo, CA 94401
Contact Name:	John Mark Suhy Jr	Phone:	[REDACTED]
Contact Phone:	[REDACTED]	Web:	www.neotechnology.com
Contact Email:	[REDACTED]@purethink.com	E-mail:	accounting@neotechnology.com
Support contact 1		Support contact 2	
Name:	John Mark Suhy	Name:	Nikhil Budhiraja
Email:	[REDACTED]@purethink.com	Email:	[REDACTED]@purethink.com
Mobile:	[REDACTED]	Mobile:	[REDACTED]
Payment Information	[REDACTED]	[REDACTED]	[REDACTED]
Neo4j Solution Partner Program Fee:			
Agreement Period	1 Year	Annual fees:	USD [REDACTED]
Special condition: Fee is payable with the first Product order/referral.			
Territory. Subject to the terms and conditions of this Agreement, Partner may sell the Products in the following "Territory" (check all that apply). Applicable territories: <input checked="" type="checkbox"/> North America; <input type="checkbox"/> Central and South America; <input type="checkbox"/> Europe; <input type="checkbox"/> Middle Eastern; <input type="checkbox"/> Africa; <input type="checkbox"/> Japan; <input type="checkbox"/> India; <input type="checkbox"/> Australia and New Zealand; <input type="checkbox"/> Asia Pacific excluding Australia, New Zealand, Japan and India; <input type="checkbox"/> (Other).			

By signing below, "Partner" shall be entitled to the benefits set forth on Exhibit A and Partner acknowledges and agrees to the terms and conditions of the Partner Terms attached hereto as Exhibit B effective as of 09-30-2014 ("Effective Date"), by and between Neo Technology, Inc. ("Neo Technology"), a corporation having its principal place of business at 111 East Fifth Ave., First Floor, San Mateo, CA 94401 ("Neo Technology") and the "Partner" below.

Partner:		Neo Technology, Inc.	
Name:	PureThink LLC	Name:	LARS NORDWALL
Title:	CTO / Director	Title:	COO
Date:	09-30-2014	Date:	10/6/2014
Signature:		Signature:	 5E9692354E8643E...

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Exhibit B



NEO4J SOLUTION PARTNER AGREEMENT

Exhibit A Benefits

In consideration for Partner's pre-payment of applicable fees and ongoing compliance with all of the other terms and conditions of this Agreement, and any Exhibits hereto, Neo Technology agrees to offer Partner the non-exclusive benefits described below.

NEO4J SOLUTION PARTNER BENEFIT & QUALIFICATION TABLE	
Revenue sharing on sold subscriptions based on price list	<input type="checkbox"/> or as otherwise mutually agreed in an order form
Referral fee on sold new subscription	optional
Internal use of Neo4j for training and demo purposes	✓
Press release support for customer case studies	✓
Invitation to Neo events (fees may apply)	✓
Neo4j Partner Logo Usage	✓
Invitation to Product Roadmap Discussions	✓
Strategic Account Support	✓
Listing on Partner Page	✓
Access to training and certification program subject to execution of Authorized Training Partner Addendum	
Partner Portal Access	✓
Access to Neo4j Support	✓
Training discount	<input type="checkbox"/>
Qualification and Partner Guidelines	
Proven ability to commit and deliver on consulting engagements with high success rate	✓
Complete and submit Neo Partner Agreement	✓
2 or more Certified Neo Consultants	✓
Joint Business & Marketing Plan for Territory	✓
Generate Case study(s) for joint customer	✓
Two Annual new customer acquisition target	✓
Organize Neo4j events	✓

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Exhibit B



NEO4J SOLUTION PARTNER AGREEMENT

Exhibit B Partner Terms

1. PARTNER PROGRAM AND ORDERS. In exchange for the payment of applicable fees, Partner will be entitled to the benefits of the Partner Program for described on Exhibit A. Partner may submit orders for Products to Neo Technology from time to time. All orders must be consistent with the terms of this Agreement and are subject to Neo Technology's acceptance or rejection. If accepted, Partner shall execute the Neo Technology Order Form and shall: (i) shall cause the applicable End User to execute Neo Technology's Acknowledgement Form as Neo Technology provides to Partner from time to time or (ii) Partner hereby agrees to be responsible and jointly and severally liable for all of the End User/Licensee obligations found at <http://www.neo4j.com/terms/enduser-partner-us/> with respect to (a) the State of Maryland as the End User/Licensee under such terms and (b) with respect to any other governmental entity that Neo Technology approves of in a mutually agreed upon Neo Technology Order Form. All licenses to use the Products will be between Neo Technology and the applicable End User. Partner will inform Neo Technology of the status of each Product order renewal in writing at least thirty (30) days before the expiration date of each End User's subscription license period. In the event Partner fails to notify Neo Technology within the thirty (30) day period described above, Neo Technology may, in its sole discretion, renew the Product subscription directly with the End User.

2. PAYMENTS AND FEES.

2.1 Partner Program Fees. During the term of this Agreement, Partner will pay to Neo Technology the annual Partner Program fees as specified on the front page of this Agreement. The first year's annual Program fees are due on the Effective Date of this Agreement. Thereafter, the annual Program fees for renewal years will be invoiced at the then current annual Partner Program fees and such renewal Partner Program fees will be invoiced annually in advance on each anniversary of the Effective Date of this Agreement.

2.2 Product Orders and Fees. Fees for orders for subscriptions to the Products, including for renewals subject to Section 1, will be at the discounted prices set forth in Exhibit A and will be invoiced in advance after Neo Technology's Acknowledgement Form is executed by Partner and the End User or as otherwise set forth in Section 1. Partner shall not enable any End User to download, install or use the Products unless and until the End User has duly executed Neo Technology's Acknowledgement Form or as otherwise set forth in Section 1. Neo Technology shall have the right to modify the discounted prices set forth in Exhibit A at any time. Neo Technology will provide the renewal amount to Partner for each End User renewal within a reasonable period of time after Partner informs Neo Technology of the status of each Product order renewal as set forth in Section 1 above.

2.3 Taxes/Duties. All fees and charges payable by Partner under this Agreement are exclusive of any (a) duties or (b) present or future sales, use, value added, excise, or other governmental or similar taxes applicable to this Agreement. Neo Technology will separately itemize any applicable taxes and duties of which it is aware on each invoice, unless Partner furnishes Neo Technology with a properly executed tax exemption certificate certifying that it does not owe such taxes and duties. Partner will be responsible for paying any applicable taxes and duties currently or hereafter assessed by a government agency, other than taxes based on Neo Technology's net income. If all or any part of any payment owed to Neo Technology under this Agreement is withheld, based upon a claim that such withholding is required pursuant to the tax laws of any country or its political subdivisions and/or any tax treaty between the U.S. and any such country, such payment shall be increased by the amount necessary to result in a net payment to Neo Technology of the amounts otherwise payable under this Agreement.

2.4 Payment. Unless otherwise indicated in addendums to this Agreement, payments of all invoices: (a) will be paid within thirty (30) days of the date of the invoice; and (b) will be made in EUROS or U.S. dollars as set forth on the front page of this Agreement or as Neo Technology otherwise specifies without right of set off or chargeback. All fees are non-refundable. All amounts not paid when due are subject to a late fee of the lesser of one percent (1%) per month or the maximum amount allowable by law.

2.5 Notification of Changes. Neo Technology will provide Partner with sixty (60) days written notice of any changes in the Partner program benefits set forth on Exhibit A.

2.6 Audit Rights. Partner will, during this Agreement and for a period of one (1) year after termination, maintain records relating to its performance under this Agreement. Partner agrees that Neo Technology, upon at least ten (10) days prior written notice during business hours may at its own cost and expense directly or through an agent inspect such accounts, records and other information as may be required to verify Partner's compliance with this Agreement. The cost of the audit will be borne by Neo Technology unless the audit reveals an underpayment by Partner to Neo Technology, in which case Partner will immediately pay the amount of the underpayment and will pay for the cost of the audit.

3. CONFIDENTIALITY. Each party acknowledges that it acquires only the right to use the other party's Confidential Information under the terms and conditions of this Agreement and does not acquire any rights of ownership or title in the other party's Confidential Information. Each party will hold in confidence any Confidential Information received by it from the other and will protect the confidentiality of such with the same degree of care that it exercises with respect to its own information of like import, but in no event less than reasonable care, for a period of five (5) years from receipt. Each party will only disclose Confidential Information to its employees, agents, representatives and authorized contractors (collectively "Representatives") having a need to know for the purposes of this Agreement. Each party will notify and inform such Representatives of each party's limitations, duties, and obligations regarding use, access to, and nondisclosure of Confidential Information and will obtain or have obtained its Representatives' agreements to comply with such limitations, duties, and obligations with regard to such Confidential Information no less restrictive than those contained herein. Each party is liable for all acts and omissions of the Representatives related to the other party's Confidential Information. Each party agrees to give notice to the other party immediately after learning of or having reason to suspect a breach of any of the proprietary restrictions set forth in this Section. In the event that a party is required to disclose Confidential Information pursuant to any applicable statute, regulation or order of a court of competent jurisdiction, that party will use commercially reasonable efforts to notify the other party of the required disclosure.

4. LICENSES AND OWNERSHIP.

4.1 Licenses. Neo Technology hereby grants to Partner a non-exclusive, non-transferable limited license during the term of this Agreement to: (i) use the Products solely to demonstrate the Products to potential customers in connection with its performance under this Agreement; (ii) provided that Partner has executed an Authorized Training Partner Addendum, use the Products to provide training and Level 1 and Level 2 Support to End Users that have licensed the Products from Neo Technology, with all such Support as described on Exhibit C; (iii) use the Neo Technology trademarks solely to market and promote the Products in accordance with the terms of this Agreement; and (iv) market and resell licenses to the Products (in object code only) to End Users, for use by End Users for their internal business purposes and subject to the End Users' agreement to Neo Technology's Acknowledgement Form and license agreement or as otherwise set forth in Section 1. Partner will use Neo Technology trademarks only in accordance with Neo Technology's then-current trademark usage guidelines. Any use by Partner of Neo Technology trademarks will inure to the benefit of Neo Technology. Neo Technology will provide Partner with Level 3 Support as described on Exhibit C.

4.2 Pre-Existing Technology. Each party acknowledges and agrees that, as between the parties, each party is and will remain the sole and exclusive owner of all right, title, and interest in and to its pre-existing technology, and all associated Intellectual Property Rights, and that this Agreement does not affect such ownership. Each party acknowledges that it acquires no rights under this Agreement to the other party's pre-existing technology other than the limited rights specifically granted in this Agreement. Neo Technology will own all right, title, and interest in and to all Products and derivative works of the Products and all associated Intellectual Property Rights. If Partner acquires any rights, including any Intellectual Property Rights, in the Products or derivative works thereof, Partner hereby assigns and agrees to assign to Neo Technology all such rights.

4.3 Modifications to Pre-Existing Technology. Each party acknowledges and agrees that, as between the parties, each party is and will remain the sole and exclusive owner of all right, title, and interest in and to any modifications and/or derivative works to its pre-existing technology regardless of who created such modifications and/or derivative works, and all associated Intellectual Property Rights. Each party acknowledges that it acquires no rights under this Agreement to the modifications and/or derivative works of the other party's pre-existing technology other than the limited rights specifically granted in this Agreement.

4.3 Restrictions.

4.3.1 During the term of this Agreement, Partner may not use or run on any of Partner's hardware, or have deployed for internal use, any Neo Technology Community Edition Products for commercial or production use. In no event shall Partner reverse engineer, distribute or otherwise use the Products for its own internal use. There are no implied rights. Partner will not fork or bifurcate the source code for any Neo Technology Community Edition Products into a separately maintained source code repository so that development done on the original code requires manual work to be transferred to the forked software or so that the forked software starts to have features not present in the original software.

4.3.2 During the term of this Agreement and up until thirty six (36) months after the termination or expiration of this Agreement, Partner may not develop, market, distribute or offer any services related to any Neo Technology Community Edition Products, derivative works of such products, or any Partner software code made to work with Neo Technology Community Edition Products (including, without limitation, hosting services, training, technical support, configuration and customization services, etc.).

4.3.3 During the term of this Agreement, Partner will not accept work, enter into a contract or accept an obligation inconsistent or incompatible with Partner's obligations, or the scope of services to be rendered for Neo Technology, under this Agreement. Partner warrants that, to the best of Partner's knowledge, there is no other existing contract or duty on Partner's part that conflicts with or is inconsistent with this Agreement. Partner agrees to indemnify and hold harmless Neo Technology from any and all losses and liabilities incurred or suffered by Neo Technology by reason of the alleged breach by Partner of any services agreement between Partner and any third party.

4.3.4 Partner shall conduct and perform its obligations under this Agreement in a manner that reflects favorably on Neo Technology at all times. Partner shall not make any representations or warranties regarding Neo Technology or the Products. Partner agrees to indemnify, defend and hold harmless Neo Technology from any and all claims arising from any representations or warranties made by Partner regarding Neo Technology and/or Product(s) and/or Neo Technology Services. Partner may not approach any End Users who purchased Products directly from Neo Technology for the purpose of renewing or upgrading the End User's subscription to the Products through Partner.

5. DISCLAIMER. NEO TECHNOLOGY MAKES NO WARRANTIES REGARDING THE PRODUCTS OR ANY INFORMATION PROVIDED BY NEO TECHNOLOGY HEREUNDER, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

6. LIMITATION OF LIABILITY. NEO TECHNOLOGY WILL NOT BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING LOSS OF BUSINESS, REVENUE, PROFITS, USE, DATA, OR OTHER ECONOMIC ADVANTAGE), HOWEVER IT ARISES, WHETHER FOR BREACH OR IN TORT (INCLUDING NEGLIGENCE), EVEN IF NEO TECHNOLOGY HAS BEEN PREVIOUSLY ADVISED OF THE

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POSSIBILITY OF SUCH DAMAGE. NEO TECHNOLOGY'S AGGREGATE CUMULATIVE LIABILITY FOR CLAIMS RELATING TO THIS AGREEMENT, WHETHER FOR BREACH OR IN TORT, WILL BE LIMITED TO THE AMOUNT PAID BY PARTNER TO NEO TECHNOLOGY UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE ACT OR OMISSION FIRST GIVING RISE TO THE CLAIM. LIABILITY FOR DAMAGES WILL BE LIMITED AND EXCLUDED, EVEN IF ANY EXCLUSIVE REMEDY PROVIDED FOR IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.

7. TERM AND TERMINATION.

7.1 Term. This Agreement will commence on the Effective Date, and remain in effect for a period of one (1) year. Thereafter, this Agreement will automatically renew at additional one (1) year periods unless either party provides at least sixty (60) days prior written notice to the other party of its intent not to renew.

7.2 Termination. This Agreement may be terminated by a party for cause immediately if (a) the other ceases to do business, or otherwise terminates its business operations; or (b) the other materially breaches any material provision of this Agreement and fails to cure such breach within thirty (30) days of written notice describing the breach. In addition, Neo Technology may terminate this Agreement at any time by providing Partner with ninety (90) days prior written notice. This Agreement may be terminated as set forth on Exhibit C.

7.3 Effect of Termination. Upon termination of this Agreement by either party (a) all rights and licenses of Partner hereunder will terminate and Partner shall cease all communications with End Users regarding the Products; and (b) each party will immediately return to the other party all Confidential Information in its possession, custody or control in whichever form held (including all copies or embodiments of the Confidential Information) and will cease using any trademarks, service marks and other designations of the other party; and (c) Partner shall pay to Neo Technology all outstanding fees. To remove all doubt, except as set forth in this Agreement, it is hereby clarified that Partner will not be entitled to any additional remuneration, or reimbursement of any expenses based on the expiration or termination of this Agreement. An addendum to this Agreement may specify additional effects of termination of this Agreement. After any termination of this Agreement, Neo Technology shall not be restricted in any manner from licensing or contracting with End Users.

7.4 Survival. In addition to any provisions set forth on an addendum to this Agreement that expressly survive termination or expiration of this Agreement, any definitions any payment obligations that accrued prior to the effective termination or expiration date and Sections 2.6, 3, 4.2, 4.3.2 (as set forth therein), 4.3.4, 5, 6, 7, 8, 10 and 11 will survive the expiration or termination of this Agreement.

8. INDEMNITY. Partner will indemnify, defend and hold harmless Neo Technology from and against any and all third party claims, suits, actions, demands and proceedings against Neo Technology and all losses, costs and liabilities related thereto arising out of or related to any negligence by Partner or any other act or omission of Partner, including without limitation any breach of this Agreement by Partner.

9. MARKETING

9.1 Marketing. Provided that Partner complies with all of the obligations herein, Neo Technology will include the Partner company logo and profile on the Neo Technology website. Partner will include the Neo Technology company logo on Partner website in accordance with the Neo Technology trademark usage guidelines. Each party may issue a press release announcing that Partner is a Partner as the other party approves in writing. Each party will provide a quote from an executive to support the other party's press release. All marketing activities are subject to approval by both Partner and Neo Technology.

9.2 Surveys. Neo Technology may issue surveys to Partner once per quarter in an effort to improve customer satisfaction. Partner will provide responses within ten (10) business days of receipt of each survey.

10. GENERAL TERMS.

10.1 Force Majeure. A party is not liable under this Agreement for non-performance caused by events or conditions beyond that party's control if the party makes reasonable efforts to perform.

10.2 Relationship of Parties. This Agreement is not intended to create a relationship such as a partnership, franchise, joint venture, agency, or employment relationship. Neither party may act in a manner which expresses or implies a relationship other than that of independent contractor, nor bind the other party.

10.3 Notices. All written notices required by this Agreement must be delivered to the addresses specified above, either in person or by a means evidenced by a delivery receipt. All notices will be effective upon receipt.

10.4 Assignment. Neither party may assign or otherwise transfer any of its rights or obligations under this Agreement, without the prior written consent of the other party; provided, however, either party may assign this Agreement without the other party's consent to a parent or subsidiary of such party or in the case of a merger or sale of all or substantially all of its assets or stock.

10.5 Waiver or Delay. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement.

10.6 Provisions Found Invalid. If any term or provision of this Agreement is found to be invalid under any applicable statute or rule of law then, that provision notwithstanding, this Agreement will remain in full force and effect and such provision will be deemed omitted; provided, however, in lieu of such omitted provision there will be added to this Agreement a valid provision which is as nearly identical to the omitted provision as possible.

10.7 Construction. This Agreement has been negotiated by the parties, each of which has been represented by counsel. This Agreement will be fairly interpreted in accordance with its terms, without any strict construction in favor of or against either party.

10.8 Governing Law. Any action related to this Agreement will be governed by the laws of California without regard for its choice of law provisions. The United Nations Convention on Contracts for the International Sale of Goods will not apply.

10.9 Venue. Except as set forth below, the courts seated in San Mateo, California, will have sole and exclusive jurisdiction for all purposes in connection with any action or proceeding that arises from, or relates to, this Agreement, and each party hereby irrevocably waives any objection to such exclusive jurisdiction. Notwithstanding anything in this Agreement to the contrary, Neo Technology may seek injunctive or other equitable relief in any court of competent jurisdiction to protect any actual or threatened misappropriation or infringement of its intellectual property rights or those of its licensors, and Partner hereby submits to the exclusive jurisdiction of such courts and waives any objection thereto on the basis of improper venue, inconvenience of the forum or any other grounds.

10.10 Export. Partner will not export the Products in violation of the export laws of the United States or of any other country.

10.11 Non-solicitation. During the term of this Agreement and for a period of one (1) year thereafter Partner will not directly or indirectly, either alone or in association with others, (a) solicit, or permit any of its affiliates to solicit, any employee of Neo Technology or its affiliates to leave the employ of Neo Technology or any of its affiliates, or (b) solicit for employment, hire, or engage as an independent contractor, or permit any of its affiliates to solicit for employment, hire, or engage as an independent contractor, any person who was employed by Neo Technology or its affiliates; provided, that this clause (b) will not apply to any individual whose employment with Neo Technology or any of its affiliates has been terminated for a period of six (6) months or longer and provided further that this Section 10.11 will not prohibit general advertisement of employment opportunities not specifically targeting any employee(s) of Neo Technology or its affiliates.

10.13 Other. This Agreement and attached Exhibit(s) is the entire agreement between the parties. This Agreement supersedes and cancels any prior documents or agreements, whether written or oral, regarding the subject matter addressed in this Agreement and attached Exhibit(s). If any terms on Partner's orders conflict with the terms of this Agreement, the conflicting terms of this Agreement shall control. Any preprinted terms on Partner's purchase order or similar ordering or other document are hereby rejected.

11. DEFINITIONS.

"Confidential Information" means information which has value because it is not generally known and which the disclosing party uses reasonable means to protect and includes without limitation any information designated as confidential or proprietary by either party to this Agreement upon disclosure. Confidential Information may include proprietary information of third parties who have granted licenses to or have contractual relationships with the disclosing party. Confidential Information excludes information that receiving party can clearly establish by written evidence: (a) was in the possession of, or was known by, receiving party prior to its receipt from disclosing party; (b) is or becomes generally known to the public without violation of this Agreement; (c) is obtained by receiving party from a third party not under any obligation of confidentiality; or (d) is independently developed by receiving party without use of Confidential Information. Furthermore, disclosure of Confidential Information will not be prohibited if disclosure is required by law, regulation or order of a court of competent jurisdiction.

"End User" means an end customer that may use the Products for their own internal use and not for resale or distribution.

"Intellectual Property Rights" means all intellectual property rights worldwide arising under statutory or common law or by contract and whether or not perfected, now existing or hereafter filed, issued, or acquired, including all: (a) patent rights; (b) rights associated with works of authorship including copyrights and mask work rights; (c) rights relating to the protection of trade secrets and confidential information; (d) trademarks, service marks, trade dress and trade names; and (e) any right analogous to those set forth in this Agreement and any other proprietary rights relating to intangible property.

"Neo Technology Community Edition Product" means an open source version of a Neo Technology software product.

"Products" means the Neo4J commercial software provided by Neo Technology and licensed to the End User.

"Support" refers generally to the provision of support as described in Exhibit C of this Agreement.



NEO4J SOLUTION PARTNER AGREEMENT

Exhibit C Support

- 1. Introduction.** This Support Summary is an attachment to the Partner Agreement between Neo Technology and the applicable Partner and is automatically deemed part of, and governed by, the Partner Agreement. Unless otherwise defined in this Support Summary, any capitalized term used in this Support Summary will have the meaning given it in the Partner Agreement.
- 2. Partner's Support Obligations.** Partner will provide First and Second Line Support to End User(s) for the Products. This First and Second Line Support shall be provided in accordance with Neo Technology's standard Support Terms, available at <http://neotechnology.com/support-terms>, and be provided in the time zone and local language of End User(s) unless agreed otherwise with End User(s) and Neo Technology. Additionally, Partner commits to agreeing with End User(s) on the manner in which Partner will provide First and Second Line Support, including the minimum response time(s). Partner will provide for any First and Second Line Support request by End User(s), and will provide Neo Technology with a summary of each such agreement.
- 3. Deficiencies.** In the event an End User is dissatisfied with Partner's Support, or Neo Technology otherwise reasonably believes that Partner is not providing such Support in accordance with accepted industry standards, then Neo Technology will notify Partner in writing and both parties will work together in good faith to resolve the deficiencies. If within thirty (30) days, Neo Technology does not believe, in its sole discretion, that such deficiencies have been resolved, Neo Technology may require that Partner cease the provision of Support and allow Neo Technology, or a nominated representative of Neo Technology, to provide such Support directly to the applicable End User(s). In such event, Partner agrees to provide reasonable cooperation in the transition of Support to Neo Technology, or the nominated representative of Neo Technology, and, if Partner was paid in advance for future Support, Partner will pay Neo Technology agreed-to amounts for the period of Support to be provided by Neo Technology or its nominated representative.
- 4. Partner Certification.** Partner must meet any certification requirements specified by Neo Technology from time to time in writing, including, without limitation, the requirement to have on Partner's staff at least two (2) Neo Technology certified engineers within six (6) months of the Effective Date. Neo Technology will offer, and Partner may order, training programs in accordance with Neo Technology's then-current program rates or as agreed by the parties in writing. In addition, Partner will comply with any additional certification and training requirements established by Neo Technology from time to time, within ninety (90) days notice from Neo Technology. Support certification is based on a combination of performance-based tests and attended training days that measure competency on Products.
- 5. Neo Technology's Support Obligations.** For the purposes of Support, Neo Technology will consider Partner as a customer and provide Partner with Second Line Support in accordance with Neo Technology's standard Support Terms, available at <http://neotechnology.com/support-terms>. Partner will meet all obligations of a customer described in the Support Terms. Partner agrees to contact Neo Technology for Second Line Support only when, after reasonable commercial efforts, Partner has identified an issue related specifically to Product and is unable to determine a resolution. If any terms of the Support Terms at <http://neotechnology.com/support-terms> conflict with any terms of this Exhibit C, the conflicting terms of this Exhibit C shall control.
- 6. Cooperation.** Partner will cooperate with and provide assistance to Neo Technology as Neo Technology may reasonably request in connection with Neo Technology's Support obligations, including, without limitation, the following:
- 6.1. **Test Code.** Partner will use its best efforts to provide Neo Technology functioning test code that reproduces and isolates the issue in Product. Such test code must be reproducible using systems and tooling available to Neo Technology. In addition, Partner will remove extraneous comments and code from the test code provided and to the extent possible, such code will be fully self-contained, automated and will demonstrate the precise issue reported rather than other possible problems. If Partner cannot provide test code that reproduces the issue, Partner acknowledges that Neo Technology may be unable to provide a resolution to the issue. In such cases, Neo Technology will work with Partner to assist in the development of a test case.
 - 6.2. **Access.** Partner will use its best efforts to provide Neo Technology with access (via remote telecommunications and, if applicable, on-site access at the End User's or Partners premises) to the extent reasonably necessary to allow Neo Technology to provide Support. If Partner cannot provide remote access, Neo Technology may be unable to provide a resolution to the issue.
 - 6.3. **Assistance.** Partner will provide Neo Technology with a continually-available engineer who will promptly assist Neo Technology with data gathering, testing, and applying all fixes to the applicable environment for Severity Level 1 and Severity Level 2 issues.
- 7. Data.** In connection with any activities provided hereunder, Partner will only share or otherwise disclose data to Neo Technology for which Partner has obtained the rights, and express consent of the data subject, to disclose to Neo Technology.
- 8. Reporting.** Partner will provide Neo Technology with a monthly report detailing the status of all Severity Level 1 and Severity Level 2 Support cases, as defined in the Support Terms, provided to each End User, including all information reasonably requested by Neo Technology. Such reports will be provided on the first Friday of every month and cover the previous month's activities. Partner acknowledges that Neo Technology may change the reporting obligations described in this Section, and Partner will comply with any new reporting obligations within thirty (30) days of Neo Technology's request. The Support report will provide the following:
- Case number (provided by Partner to End User)
 - Partner ID (provided by Neo Technology)
 - End user name and contact details
 - Status (e.g. new, open, hold, solved, closed)
 - Severity Level, based on the categories defined in Neo Technology's standard Support Terms.
 - Initial response time; opened and closed date
 - Responsible support representative
 - Product
 - Issue description and type, and root cause description
- 9. Exclusions.** Neo Technology will not be obliged to provide Support to Partner for any issue arising out of any of the following events:
- A failure of hardware, equipment or programs not provided by Neo Technology
 - Support for any versions of the Product that are not obtained by Partner via the Neo Technology Customer Support Portal
 - Use in a Production Environment of versions of the Product not marked as 'Generally Available'
 - Support for any version of the Product in production more than two years from the date of its general availability
 - Any cause or causes beyond the reasonable control of Neo Technology (e.g. floods, fires, loss of electricity or other utilities)
 - Partner's or End User's failure to comply with operating instructions contained in the Product documentation
 - Any modification, enhancement or customization of the Product by anyone other than Neo Technology
 - APIs, interfaces, web services or data formats other than those included with the Product
- 10. Other Terms.** Neo Technology may modify its processes and requirements from time to time upon reasonable written notice to Partner; provided that any such changes will apply only prospectively.
- 11. Termination.** Neo Technology reserves the right, at any time, to withdraw the availability of Support for a Product with twelve (12) months prior written notice.