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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,
NEO4J SWEDEN AB

CASE NO. 5:18-cv-7182 EJD

Plaintiffs,

V.

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

**DEFENDANTS PURETHINK
LLC, IGOV, INC AND JOHN
MARK SUHY'S SECOND
AMENDED COUNTERCLAIM
AGAINST NEO4J, INC. AND
NEO4J SWEDEN AB FOR**

1) Interference With Prospective Economic Advantage

2) Interference with Contract

3) Breach of Contract

4) Breach of Exclusive

Contract to G

5) Declaratory Relief (Void Restrictions)

6) Declaratory Relief (Restrictions Violate AGPL License)

7) Declaratory Relief (Commons Clause in AGPL is invalid)

8) Declaratory Relief

1 Counter Defendants.

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**(Commons Clause in AGPL
does not apply to
professional services)**

1 Counter Defendants.

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**9) Declaratory Relief (Users
may use and fork content
NEO4J SWEDEN put on a
public GitHub repository)**

**10) Declaratory Relief
(Abandonment of
Trademark)**

11) OMITTED

**12) Unfair Business
Practices (California
Business and Professions
Code § 17200 et. Seq.)**

DEMAND FOR JURY TRIAL

1 Counter Claimants PURETHINK LLC, a Delaware limited liability
2 company (“PureThink”), IGOV, INC. a Virginia corporation (“iGov”) and John
3 Mark Suhy allege against NEO4J, Inc. (“NEO4J USA”) and NEO4J
4 SWEDEN AB (“NEO4J SWEDEN”) as follows:

I. Jurisdiction

5 1. This is a compulsory counterclaim under Federal Rule of Civil
6 Procedure §13(a). This Court has supplemental jurisdiction under 28
7 USC § 1337(a).

II. Parties

8 2. Counter Claimant PureThink LLC, is a Delaware limited liability
9 company.

- 1 3. Counter Claimant IGOV, INC. is a Virginia corporation.
- 2 4. Counter Claimant John Mark Suhy is an individual. John Mark Suhy's
- 3 Counterclaim (Dkt. No. 48) is superseded by this pleading such that all
- 4 counterclaims are consolidated per Order (Dkt. No. 70.)
- 5 5. Counter Defendant NEO4J, Inc. is a Delaware corporation.
- 6 6. Counter Defendant NEO4J SWEDEN is a Swedish corporation.

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8 **III. Introduction**

- 9 7. NEO4J SWEDEN licenses software called Neo4j as open source
- 10 software under a GNU General Public License model. The GNU
- 11 General Public License "GPL" license and a variant for server
- 12 deployment called the GNU Affero General Public License "AGPL"
- 13 license have several versions and distinctions. Neo4j is licensed as a
- 14 Community edition under the GPLv.3 and an Enterprise edition under
- 15 the AGPLv.3 ("License") A true and correct copy of the Neo4j AGPL
- 16 License is attached as Exhibit A.
- 17 8. The Neo4j open source software is available at Github.com which is the
- 18 preeminent open source software repository:
<https://github.com/neo4j/neo4j/tree/3.5>
- 19 9. PureThink and iGov have downloaded Neo4j source code from GitHub
- 20 under the APGL license. Anyone may download the Neo4j source code
- 21 and use, modify, support, combine and convey the software. However,
- 22 using GPL or AGPL may require distribution of modifications to the
- 23 source code under "copyleft" license requirements of GPL and AGPL
- 24 licenses.

1 10. Using an open source distribution and development model,
2 NEO4J SWEDEN distributes Neo4j software to users and developers.
3 The GPL and AGPL licenses provide for free use of the software and
4 free use of distributed modifications and extended versions of the
5 program as well.

6 11. After starting the Neo4j software with open source free licensing
7 and benefitting from free third party development, there was a change
8 to a dual-license model. Neo4j SWEDEN continues to license the open
9 source software while NEO4J USA licenses an object code version of
10 the open source software with support under a “commercial” license.
11 PureThink is unable to determine if NEO4J USA claims the
12 commercial version is proprietary or limited in some manner. Neo4j has
13 over 183 contributors and it is unclear if all contributors assigned their
14 copyright and moral rights to changes in Neo4j to NEO4J USA. As
15 NEO4J USA used the open source version to develop and convey
16 “commercial” versions of Neo4j, the “commercial” software is subject to
17 the terms of the AGPL. Those terms include:

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

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

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

Section 4 of the AGPL license provides, in part:

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

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

5 All other non-permissive additional terms are considered
 6 “further restrictions” within the meaning of section 10. If the
 7 Program as you received it, or any part of it, contains a notice
 8 stating that it is governed by this License along with a term that
 9 is a further restriction, you may remove that term. If a license
 10 document contains a further restriction but permits relicensing
 11 or conveying under this License, you may add to a covered work
 12 material governed by the terms of that license document,
 13 provided that the further restriction does not survive such
 14 relicensing or conveying.

15 Section 10 (Automatic licensing of Downstream Recipients)

16 of the AGPL provides, in part:

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

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

22 12. NEO4J USA also set up a sales channel to use partners, such as
 23 PureThink, to sell and support the “commercial” version of Neo4j. As
 24 part of that model, the partner would receive 25% of the fee and
 25 provide support for customer.

26 13. The Partner Agreement seeks to restrict partners from working
 27 with the open source version of Neo4j software during the Partner
 28 Agreement and for 3 years after termination. But these restrictions are
 29 invalid under California Business and Professions Code §16600.
 30 PureThink and IGOV filed a motion under FRCP 12 (b)(6) and 12 (f)
 31 against the attempt by NEO4J USA to enforce a restrictive covenant
 32 preventing defendants from performing any services on the open source
 33 versions of Neo4J software for a period of three years post termination

1 of the Partner Agreement. Conceding the invalidity of the restriction,
2 raised by the motions, Plaintiffs then filed a Second Amended
3 Complaint altering paragraph 112 in the First Amended Complaint
4 removing and waiving a breach of contract claim based on the unlawful
5 restriction. The restriction also violate the no further restrictions
6 clause (Section 10) of the AGPL. The AGPL license limits the rights of a
7 party to restrict rights to use the AGPL. PureThink is informed and
8 believes that NEO4J USA uses these restrictions to prevent partners
9 from working with any customers on open source versions of Neo4j
10 which also prevents such parties from working for or with PureThink
11 and iGov.

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

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

20 16. John Suhy, of PureThink, had discussions with Lars Nordwall,
21 COO of NEO4J USA concerning the challenges of obtaining business
22 with the US government. Mr. Suhy and Mr. Nordwall discussed the
23 need to modify the software offering to satisfy security and other
24 requirements the government had. Mr. Nordwall represented to Mr.
25 Suhy that Mr. Suhy could improve the open source Neo4j software

1 offering for the government and that PureThink would have exclusive
2 rights to the Neo4J support and deals with the Government.

3 Furthermore, a separate agreement came into place for the new Neo4j
4 version for the government which was supposed to protect the
5 investment PureThink was making and was going to make. A true and
6 correct copy of the exclusive agreement for Government sales is
7 attached as Exhibit C.

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

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

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

9 20. 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 USA 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 NEO4J
17 USA's commercial version, NEO4J USA told PureThink to tell the IRS
18 the open source version had to be an open use. When PureThink would
19 not make this statement to IRS, NEO4J USA then proceeded to reach
20 out directly to IRS personnel directly with this false message. This scare
21 tactic is utterly false and a user of AGPL software does not have to
22 license its use to everyone. The other improper control is NEO4J USA's
23 unlawful restrictions in its Solution Partner Agreement which claims
24 the partner may not support the open source software during the
25 Partner Agreement or for three years after termination. With these

1 invalid restrictions NEO4J USA unlawfully restricts third parties from
2 supporting the free open source version so NEO4J USA can license and
3 support the same software under an expensive commercial license
4 without fear of fair competition. NEO4J SWEDEN attempted to
5 improperly restrict this open source software by adding a restriction to
6 the AGPL software license documents referred to as “Commons Clause”
7 license condition which sought to broadly restrict the rights of anyone
8 from selling or otherwise profiting from the sales of support services
9 upon such software. Such attempt of adding this type of restriction
10 was in violation of the AGPL license.

11 21. When PureThink resisted misrepresenting the differences
12 between the open source software and NEO4J USA’s commercial
13 version, NEO4J USA retaliated, terminating the Government Edition,
14 the Government Edition Agreement, the Partner Agreement with the
15 stated intent of shutting down PureThink. NEO4J USA told users and
16 potential users PureThink could not support the open source version of
17 Neo4j. See Exhibit D where Neo4j Inc. specifically told the IRS
18 PureThink could not provided professional services to the IRS for a
19 period of three years as a result of the termination of the Partner
20 Agreement. Because of NEO4J USA’s improper retaliation and
21 interference with PureThink’s business, tarnishing PureThink’s
22 business, iGov was set up to start fresh in providing solutions around
23 Neo4j for parties who use the open source software version of Neo4J.
24 iGov is informed and believes that NEO4J USA also advised iGov
25 potential customers that iGov could not work with them either.

IV. Counterclaims

First Cause of Action

Interference With Prospective Economic Advantage

(Against NEO4J, Inc.)

22. PureThink and iGov reincorporate the allegations in paragraph 1-21 as alleged above.

23. 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.

24. 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.

25. iGov 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.

26. PureThink and iGov are informed and believe NEO4J USA was aware of each of the economic relationships and prospective future relationships PureThink and iGov had with these Agencies and companies.

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

8 28. This interference was intended to and did disrupt the economic
9 relationship between PureThink, iGov and the Agencies and
10 companies.

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

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

20 31. PureThink and iGov's relationship with the Agencies and
21 companies was actually and totally disrupted by NEO4J USA's
22 wrongful interference.

23 32. PureThink and iGov have suffered economic harm proximately
24 caused by NEO4J USA's wrongful interference including lost sales, lost
25

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

3 33. PureThink and iGov have suffered damages in an amount
4 believed to exceed \$1,354,856.55.

5 34. NEO4J USA'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 USA's conduct was authorized, ratified or made by an officer, director
9 or managing agent of NEO4J.

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

13 35. PureThink and iGov reincorporate the allegations in paragraph
14 1-34 as alleged above.

15 36. PureThink and iGov have an irrevocable right to use, modify,
16 support and convey Neo4j software under an APGL license through
17 NEO4J SWEDEN.

18 37. PureThink and iGov are informed and believe NEO4J USA was
19 aware of the License between PureThink, iGov and NEO4J SWEDEN.

20 38. PureThink is informed and believes and on said basis alleges that
21 NEO4J USA intentionally interfered with the License by improperly
22 telling the government agencies and companies, PureThink and iGov
23 could not support open source versions of Neo4J based on void terms of
24 the Partner Agreement. NEO4J USA action was the purpose of
25 shutting down PureThink and causing PureThink economic harm. The

1 open source version was freely available under the License and the
2 License provides PureThink and iGov may provide support for Neo4j
3 and such right may not be restricted.

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

8 40. PureThink's and iGov's relationships with the Agencies and
9 companies was actually and totally disrupted by NEO4J USA's
10 interference with the License.

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

15 42. PureThink and iGov has suffered damages in an amount believed
16 to exceed \$5,000,000.

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

22 **Third Cause of Action**

23 **Breach of Contract**

24 **(Against NEO4J, Inc.)**

1 44. PureThink reincorporates the allegations in paragraph 1-43 as
2 alleged above.

3 45. PureThink and NEO4J USA entered into the Partner Agreement
4 effective 9-30-2014.

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

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

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

12 **Fourth Cause of Action**

13 **Breach of Exclusive Contract to Government** 14 **(Against NEO4J, Inc.)**

15 49. PureThink reincorporates the allegations in paragraph 1-48 as
16 alleged above.

17 50. Under the terms of the exclusive government agreement dated
18 April 11, 2015, Neo4J, Inc., through its COO Lars Nordwall, agreed
19 PureThink is the only Neo4J Government Edition reseller for the US
20 Federal Government, Department of Defense and Intelligence
21 Agencies. This exclusive agreement is Exhibit C. This agreement was
22 a separate and distinct agreement from the Partner Agreement. There
23 are no terms in the Partner Agreement where PureThink would
24 develop software or functionality for the US government as PureThink
25 did to create the Government Edition. NEO4J USA is estopped from

denying the April 11, 2015 agreement as PureThink was induced by the agreement to develop the Government Edition for the exclusive sale by PureThink.

51. PureThink has performed all its obligations under the April 11, 2015 exclusive government agreement except those which are unlawful, were prevented, waived or excused.

52. PureThink is informed and believes that NEO4J USA took features developed by PureThink incorporated it into NEO4J. PureThink is informed and believes that NEO4J USA sold Neo4J software and services directly to the US government, Department of Defense and intelligence Agencies in breach of its April 11, 2015 agreement with PureThink.

53. As a result of its breach, PureThink has suffered damages in excess of \$1,354,856.55.

Fifth Cause of Action

Declaratory Relief

(Void Restrictions)

(Against NEO4J, Inc.)

54. PureThink and iGov reincorporates the allegations in paragraph 1-53 as alleged above.

55. There is a present controversy where NEO4J USA claims 4.3.2 of the Partner Agreement may be enforced against PureThink and iGov. That clause states:

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

1 Products, derivative works of such products, or any Partner
2 software code made to work with Neo Technology Community
3 Edition Products(including, without limitation, hosting services,
4 training, technical support, configuration and customization
5 services, etc.)

6 56. PureThink asserts clause 4.3.2 of the Partner Agreement is void
7 under California Business and Professions Code §16600. iGov claims
8 the Partner Agreement does not apply to iGov, but if it does, clause
9 4.3.2 of the Partner Agreement is void under California Business and
10 Professions Code §16600.

11 57. PureThink and iGov requests a declaration that § 4.3.2 of the
12 Partner Agreement is void under California Business and Professions
13 Code §16600.

14 **Sixth Cause of Action**

15 **Declaratory Relief**

16 **(Restrictions Violate AGPL License)**

17 **(Against NEO4J, Inc.)**

18 58. PureThink and iGov reincorporate the allegations in paragraph
19 1-57 as alleged above.

20 59. There is a present controversy where NEO4J USA claims 4.3.1
21 and 4.3.2 of the Partner Agreement may be enforced while PureThink
22 and iGov assert the restriction in those section violate the GNU
23 AFFERO GENERAL PUBLIC LICENSED VERSION 3 or the GPL for
24 Neo4j because the NEO4J's commercial software is based on the open
25 source version of Neo4J from NEO4J SWEDEN. NEO4J USA is
subject to the license limitation on restricting use of the open source
version of Neo4j. The Section 2 (Basic Permissions) of the APGL
provides, in part:

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

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

Section 4 of the AGPL license provides, in part:

“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.”

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

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

60. PureThink and iGov have the rights granted under the License and may use Neo4j, provide support for Neo4j, charge for support and NEO4J USA may not restrict the use of Neo4j and prevent PureThink, iGov or any third party from exercising the rights granted under the AGPL. Under the AGPL, NEO4J USA may not prohibit anyone from using, modifying or supporting Neo4j.

61. PureThink and iGov request a declaration that §§ 4.3.1 and 4.3.2 of the Partner Agreement are void under the AGPL as the restriction violate the terms of the AGPL.

Seventh Cause of Action

Declaratory Relief

(Commons Clause in AGPL is void)

(Against NEO4J SWEDEN AB)

1 62. PureThink and iGov reincorporate the allegations in paragraph
2 1-61 as alleged above.

3 63. There is a present controversy where NEO4J, SWEDEN added a
4 restrictive clause to the AGPL on at least version 3.4 of the open source
5 version of Neo4J known as a Commons Clause License Condition which
6 provides:

7 "Commons Clause" License Condition

8 The Software is provided to you by the Licensor under the
9 License, as defined below, subject to the following condition.
10 Without limiting other conditions in the License, the grant of
11 rights under the License will not include, and the License does
12 not grant to you, the right to Sell the Software. For purposes of
13 the foregoing, "Sell" means practicing any or all of the rights
14 granted to you under the License to provide to third parties, for
15 a fee or other consideration, a product or service that consists,
16 entirely or substantially, of the Software or the functionality of
17 the Software. Any license notice or attribution required by the
18 License must also include this Commons Cause License
19 Condition notice.

20 Last page of Exhibit A.

21 64. These restriction are to 1) prevent users of the open source
22 software from selling modified versions of the software for
23 consideration-thus giving NEO4J USA the right to sell similar software
24 for a fee, and 2) suggests that no third party may provide services for
25 the open source version of Neo4J preventing PureThink and IGov from
providing professional services to support the open source version of
Neo4J.

65. These Commons Clause restrictions are not allowed under an
AGPL license because The Free Software Foundation, Inc., the
copyright holder of the AGPL, states that changes to the license
agreement are not allowed:

26 GNU AFFERO GENERAL PUBLIC LICENSE

1 Version 3, 19 November 2007
2 Copyright (C) 2007 Free Software Foundation USA
3 <<http://fsf.org/>>

4 Everyone is permitted to copy and distribute verbatim copies
5 of this license document, but changing it is not allowed.

6 Exhibit A, page 1.

7 66. Adding the Commons Clause is a violation of the terms of the
8 AGPL exceeding the copyright grant and is void.

9 67. Moreover, under the AGPL, the Commons Clause is a restriction
10 that is not allowed under the AGPL and may be removed:

11 10 If the Program as you received it, or any part of it, contains a
12 notice stating that it is governed by this License along with a
13 term that is a further restriction, you may remove that term.

14 Exhibit A, §7.

15 68. As the Commons Clause cannot apply to the AGPL and may be
16 removed by any user, the clause should be voided.

17 69. PureThink and iGov request a declaration that the Commons
18 Clause NEO4J, SWEDEN added to the AGPL is void.

19 **Eight Cause of Action**

20 **Declaratory Relief**

21 **(The Commons Clause in AGPL does not apply to Professional 22 Services for the open source versions of Neo4J) 23 (Against NEO4J SWEDEN AB)**

24 70. PureThink and iGov reincorporate the allegations in paragraph
25 1-69 as alleged above.

26 71. There is a present controversy where NEO4J, SWEDEN added a
27 restrictive clause to the AGPL on at least version 3.4 of the open source
28 version of Neo4J known as a Commons Clause License Condition which
29 provides:

1 "Commons Clause" License Condition The Software is provided
2 to you by the Licensor under the License, as defined below,
3 subject to the following condition. Without limiting other
4 conditions in the License, the grant of rights under the License
5 will not include, and the License does not grant to you, the right
6 to Sell the Software. For purposes of the foregoing, "Sell" means
7 practicing any or all of the rights granted to you under the
8 License to provide to third parties, for a fee or other
9 consideration, a product or service that consists, entirely or
10 substantially, of the Software or the functionality of the
11 Software. Any license notice or attribution required by the
12 License must also include this Commons Cause License
13 Condition notice.

14 Last page of Exhibit A.

15 72. There is a present controversy whether the Commons Clause,
16 even if valid, prevents professional service providers from supporting
17 open source Neo4J users from using independent third party from
18 supporting open source Neo4J users. The reason for this controversy
19 is the definition of Sell in the Commons Clause provides:

20 For purposes of the foregoing, "Sell" means practicing any or all
21 of the rights granted to you under the License to provide to third
22 parties, for a fee or other consideration, a product or service that
23 consists, entirely or substantially, of the Software or the
24 functionality of the Software.

25 Exhibit A, last page.

26 73. PureThink and IGOV should not be prevented from providing
27 professional support services to open source Neo4J users under the
28 Commons Clause as such services do not consist of entirely or
29 substantially the software or the functionality of the software.

1 74. PureThink and IGOV's position is supported by NEO4J, Inc's
 2 own attorney, Heather Meeker, who led the drafting of the Commons
 3 Clause. She stated "[t]he Commons Clause does not restrict performing
 4 services—it can't be.":

5  heathermeeker commented on Aug 23, 2018

6 Bear with a legal technicality, but the Commons Clause is not a restriction on performing services
 7 -- it can't be. The license grant for the software is in the underlying license, and the Commons
 8 Clause claws back one kind of commercial use right. So, picture the original grant as a Venn
 9 diagram circle, and the excluded right to Sell as a little circle inside that. Providing services was
 10 not in the big circle in the first place, so the small circle can't change it.

10 But perhaps you are thinking, can I use the software in order to provide my services? That's a
 11 reasonable question. In other words, is the right to use the software in support of professional
 12 services -- like development, maintenance, or analysis, clawed back by the exclusion? No,
 13 because that use is not a service that derives its value from the functionality of the software. Your
 14 professional services derive their value from your expertise, not what the software does. The
 15 exclusion has to cover services, though, or it would have a big loophole. Offering the software via
 16 SaaS as a substitute for distributing it, and selling that access, is the main kind of service that is
 17 meant to be limited. Your consulting is not an economic substitute for the software. SaaS is.

18 Of course, I'm not your lawyer, so technically I can't give you advice. The clause means what it
 19 means, and although I led the drafting of the clause, that doesn't mean I have authority to
 20 interpret documents. That's not how the law works -- in the end, only a court has that power, no
 21 matter who wrote the document. But I hope to be helpful and dispel any confusion.

22 75. The AGPL license expressly allows users to have third parties
 23 make modifications for users on the licensed open source software.
 24 Such use is not considered a conveyance implicating the copyleft
 25 requirements of the AGPL. Exhibit A, pg. 3, §2. The Commons Clause,
 26 if interpreted to prevent such right, violates the APGL as a further
 27 restriction and is void.

28 76. The Commons Clause is unclear whether third parties such as
 29 PureThink and IGOV may provide professional services for open source

1 users of Neo4J. PureThink and IGOV's position is that the Commons
2 Clause does not prevent independent service providers from supporting
3 open source code users. The conclusion services provided are not
4 prevent from providing users services under the Commons Clause is
5 fully supported by NEO4J USA's attorney and the drafter of the
6 Commons Clause. The Commons Clause should be judicially
7 interpreted so there is no controversy that prevents open source Neo4J
8 users from using independent service providers such as PureThink and
9 iGov to provide support and development services for open source
10 Neo4J users.

11 77. PureThink and iGov request a declaration that the Commons
12 Clause does not prevent PureThink and IGOV from providing
13 professional services to users of the open source versions of Neo4J
14 where the AGPL has a Commons Clause.

15 **Ninth Cause of Action**

16 **Declaratory Relief**

17 **(Users may use and fork content NEO4J SWEDEN put on a public
18 GitHub repository)**

19 **(Against NEO4J SWEDEN AB)**

20 78. PureThink and iGov reincorporate the allegations in paragraph
21 1-77 as alleged above.

22 79. There is a present controversy where NEO4J, SWEDEN contends
23 users of its github public repository, such as PureThink and IGOV may
24 not use or fork its content NEO4J SWEDEN put on the GitHub
25 repository. NEO4J, SWEDEN has content including the open source

1 versions of Neo4J software, documentation and extensive information
2 about Neo4J software on NEO4J SWEDEN'S public GitHub
3 repository.

4 80. Under the GitHub terms of services for public repositories,
5 NEO4J SWEDEN agreed: By setting your repositories to be viewed
6 publicly, you agree to allow others to view and "fork" your repositories
7 (this means that others may make their own copies of Content from
8 your repositories in repositories they control).

9 81. Under the GitHub terms of services for public repositories,
10 NEO4J SWEDEN granted each user the right to "User of GitHub a
11 nonexclusive, worldwide license to use, display, and perform Your
12 Content through the GitHub Service and to reproduce Your Content
13 solely on GitHub as permitted through GitHub's functionality (for
14 example, through forking)." By its express grant, NEO4J may not bar
15 users from using the content NEO4J SWEDEN put on the public
16 GitHub repository.

17 82. Under the GitHub Terms of Service, "Content" means:

18 "Content" refers to content featured or displayed through the
19 Website, including without limitation code, text, data, articles,
20 images, photographs, graphics, software, applications,
21 packages, designs, features, and other materials that are
22 available on the Website or otherwise available through the
23 Service. "Content" also includes Services. "User-Generated
24 Content" is Content, written or otherwise, created or uploaded
25 by our Users. "Your Content" is Content that you create or own.

23 83. PureThink and iGov request a declaration that they may use use
24 NEO4J SWEDEN's public repository on GitHub and may fork, use,
25

1 display and perform all Content NEO4J SWEDEN has on its public
2 GitHub Repository.

3 **Tenth Cause of Action**

4 **Declaratory Relief**

5 **(Abandonment of Trademark)**

6 **(Against NEO4J USA)**

7 84. PureThink iGov and John Mark Suhy reincorporate the
8 allegations in paragraph 1-83 as alleged above.

9 85. There is a present controversy where NEO4J USA claims it has
10 the right to use and enforce the Neo4j trademark. PureThink, iGov and
11 John Mark Suhy claim the trademark is should be abandoned because
12 Neo4J Sweden and Neo4J USA did not have contractual, actual or
13 adequate controls of the quality of third party modifications of the open
14 source versions of Neo4J licensed under the GPL and APGL licenses.

15 86. Neo4J was released as an open source project by Neo4J Sweden
16 in 2006. Neo4J Sweden allowed the unfettered and uncontrolled use of
17 the Neo4J trademarks to successfully launch the Neo4J software and
18 gain a user and development base. In 2006, Neo4J USA did not exist.
19 Neo4J USA, under a different name, incorporated on 7-7-2011. When
20 Neo4J USA obtained rights to the Neo4J trademark years later, the
21 Neo4J trademark was already abandoned by Neo4J Sweden's lack of
22 contractual and actual or adequate quality control for third party's
23 extensive use of the Neo4J trademark.

24 87. While Neo4J USA may presently be the parent of Neo4J Sweden,
25 the corporate structure is reverse as the parent was born after the

1 subsidiary. Neo4J Sweden was created first and operated for years
2 before Neo4J USA was created and Neo4J's corporate relationship
3 could not establish a trademark control as Neo4J USA did not exist.

4 88. For a period of 5 years before the plaintiff existed and thereafter,
5 Neo4J Sweden licensed Neo4J software as open source software under
6 GPL and AGPL licenses. Neo4J Sweden used the GPL and AGPL
7 licenses to proliferate the free use, development and modification of
8 Neo4J software.

9 89. Neo4J Sweden has not exercise contractual control over GPL and
10 AGPL licensee's use of the Neo4J trademark. The GPL and AGPL
11 provide that a licensee must carry prominent notices stating that you
12 modified it and giving a relevant date. ¶5 GPL. This copyright notice
13 requirement for licensees who modify the source code and convey new
14 versions of Neo4J software and does not control quality to maintain the
15 Neo4J trademark. Likewise, under the GPL and AGPL, trademark
16 rights may be limited by a **licensee** when the **licensee** conveys a
17 modified version of Neo4J. ¶7GPL This restriction applies to the
18 licensee's trademarks and does not exercise any contractual control
19 over Neo4J Sweden or Neo4J's USA's trademarks in Neo4J.

20 90. Neo4J Sweden was the only entity to license the Neo4J software
21 under the GPL and AGPL licenses. Plaintiff is not the licensor of Neo4J
22 under the GPL or the AGPL. As Plaintiff has no privity of contract and
23 no special relationship with GPL and AGPL licensees, Neo4J USA
24 cannot rely on contract terms to show any quality control to maintain
25 the trademark.

1 91. Neo4J Sweden and, years later, Neo4J USA did not actually or
2 adequately exercise control of the quality for the third party modified
3 versions of Neo4J software to maintain the trademark.

4 92. Since Neo4J Sweden licensed Neo4J software as open source
5 software, any person could modify the source code to Neo4J software
6 and convey the modified Neo4J software to third parties. That right is
7 expressly included in the GPL and AGPL licenses. But Neo4J Sweden
8 did not actually maintain quality control of how licensees modify, use
9 or conveyed the Neo4J software while Neo4J Sweden freely allowed
10 licensees to use the Neo4J trademark. The GPL and AGPL free license
11 rights were used to proliferate users and third party developers of
12 Neo4J software. And it worked. There are over 10,564 (June 1, 2020)
13 third party repositories on github and 99+ projects at GitLab alone:
14 <https://github.com/search?q=neo4j&type=Repositories>
15 [https://gitlab.com/search?group_id=&nav_source=navbar&page=2&proj
16 ect_id=&repository_ref=&search=neo4j\).](https://gitlab.com/search?group_id=&nav_source=navbar&page=2&project_id=&repository_ref=&search=neo4j)

17 93. Many of these third party modified versions of Neo4J freely use
18 Neo4J trademarks. However, Neo4J Sweden and Neo4J USA did not
19 have express contractual terms or actually exercise any or adequate
20 controls over the quality of the modified Neo4J software on the third
21 party repositories, projects or modified versions of Neo4J software that
22 use the Neo4J trademark. The above list is not an exclusive list of
23 modified versions as there is no actual control of distribution of
24 modified versions of Neo4J.
25

1 94. There are also significant consumer downloads and use of these
2 third party modified Neo4J versions which use the Neo4J trademark:
3

4 1.8k Downloads : <https://hub.docker.com/u/neo4jchina>

5 1M+ Downloads: <https://hub.docker.com/r/discsports/neo4j-apoc>

6 1M+ Downloads: <https://hub.docker.com/r/bitnami/neo4j>

7 500k+ Downloads: <https://hub.docker.com/r/phenompeople/neo4j>

8 100k+ Downloads: <https://hub.docker.com/r/frodenas/neo4j>

9 100k+ Downloads: <https://hub.docker.com/r/amd64/neo4j>

10 50k+ Downloads: <https://hub.docker.com/r/tpires/neo4j>

11 10k+ Downloads: <https://hub.docker.com/r/primedio/neo4j-cluster-ecs>

12 100k+ Downloads: <https://hub.docker.com/r/ryguyrg/neo4j-importer>

13 100k+ Downloads: <https://hub.docker.com/r/c12e/neo4j>

14 100k+ Downloads: <https://hub.docker.com/r/trollin/neo4j>

15 100k+ Downloads: <https://hub.docker.com/r/mmorga/neo4j-3.2.5>

16 100k+ Downloads <https://hub.docker.com/r/centular/neo4j-enterprise>

17 3.8k+ Downloads <https://hub.docker.com/r/builddoctor/neo4j>

18 647 Downloads <https://hub.docker.com/r/picnicsoftware/neo4j>

19 788 Downloads <https://hub.docker.com/r/digitalcloudsa/neo4j>

20 95. There are millions of copies of modified versions of Neo4J
21 downloaded where the modified version of the software uses the Neo4J
22 trademark. While plaintiff's build infrastructure may carry out tens of
23 thousands of functional, performance, load stress and other tests to
24 ensure quality, Neo4J USA and Neo4J Sweden did not require any of
25 these quality controls for the millions of copies of third party modified

1 Neo4J software which use the Neo4J trademarks for well over a
2 decade.

3 96. Defendant John Suhy modified Neo4J for a special government
4 use and called it “Neo4J Government Edition.” John Suhy’s Neo4J
5 Government Edition was was distributed to U.S. government agencies.
6 Yet Neo4J USA did **no** quality assurance or verification of the source
7 code or applications distributed as “Neo4J Government Edition.” Neo4J
8 USA knew John Suhy modified Neo4J and allowed him to call the
9 product Neo4J Government Edition yet Neo4J did no quality assurance
10 on the modified version.

11 97. Because Neo4J Sweden and Neo4J USA had no contractual
12 controls and did not exercise actual and adequate controls over the
13 prolific use of the Neo4J trademark by third parties who modified and
14 conveyed modified versions of Neo4J software, the trademark should be
15 deemed abandoned.

16 98. PureThink, iGov and John Mark Suhy request declaratory relief
17 that the Neo4j registered trademark be abandoned under the doctrine
18 of Naked License.

19 **Eleventh Cause of Action**

20 Omitted. See Docket No. 70. But because of numbering references in
21 the case, the Cause of Action numbering has not been altered.

22
23 **Twelfth Cause of Action**

24 **Unfair Business Practices**

25 **(Against NEO4J SWEDEN and NEO4J USA)**

1 99. PureThink and iGov reincorporate the allegations in paragraph
2 1-98 as alleged above.

3 100. NEO4J SWEDEN licensed Neo4j software in 2007 as open source
4 software through a GitHub repository in the United States.

5 101. PureThink and IGov are informed and believe that NEO4J
6 SWEDEN licensed on an open source basis to accelerate users and free
7 contributors-new authors- for Neo4J software.

8 102. NEO4J SWEDEN generated users and people who contributed to
9 the development of the Neo4J open source software. Since May 20,
10 2007 there have been 183 contributors to Neo4J.

11 103. PureThink and IGov are informed and believe that not all
12 contributors have assigned copyright ownership and moral rights to the
13 portions of Neo4J they authored.

14 104. NEO4J SWEDEN has allowed NEO4J USA to use the open
15 source version of Neo4J, modify it and license it on a commercial basis
16 without consent of all the contributors. PureThink and IGov are
17 informed and believe that NEO4J SWEDEN has allowed NEO4J USA
18 to license the object code to the modified version of Neo4J without
19 compliance with the terms of the GPL.

20 105. NEO4J USA advertises it can sell the object code of the modified
21 GPL version of Neo4J and charge a license fee. This advertisement is
22 false and NEO4J USA is in violation of the GPL and the rights of
23 contributors.

24 106. In an effort to restrict end users of the GPL version of Neo4J,
25 NEO4J SWEDEN has included the Commons Clause in violation of the

1 terms of the AGPL. The restriction was added to prevent users from
2 selling modified versions of Neo4J or allow independent service
3 providers to provide services to open source users in an attempt to
4 allow NEO4J USA to have exclusive control of the sale and service of
5 Neo4J.

6 107. NEO4J SWEDEN advertises an Enterprise Edition which
7 includes closed source components which are not available on GitHub
8 and requires a commercial license.

9 108. PureThink and iGov are informed and believe NEO4J USA
10 licenses Neo4J on a commercial basis charging a license fee for users of
11 software which is primarily based on the open source version of Neo4J.

12 109. While NEO4J SWEDEN attempted to limit users with the void
13 Commons Clause amendment, NEO4J USA created a Partner
14 Agreement to sign up companies such as PureThink to resell and
15 support the commercial version of Neo4J.

16 110. Because NEO4J SWEDEN added the Commons Clause to the
17 AGPL, there was concern that third parties could not provide services
18 to open source code users until the validity and scope of the Commons
19 Clause was resolved.

20 111. NEO4J USA inserted a clause in the Partner Agreement that
21 partners could not provide services for open source versions of Neo4J
22 during the agreement and for three years after termination. This
23 business practice effectively barred third parties from supporting open
24 source software which harmed and continues to harm PureThink and
25 iGov, users and other companies.

1 112. NEO4J USA has advertised that if you incorporate Neo4J in a
2 closed, proprietary project, then you require a commercial license.
3 NEO4J USA stated as a user, you can either buy commercial software,
4 or contribute to open-source software. NEO4J USA omitted to state
5 that an internal user, who does not distribute the open source software
6 modifications is not required to provide the modifications to third
7 parties. This was a scare tactic to generate commercial licenses.

8 113. There is perception that any modifications to open source
9 software under a GPL or AGPL license requires the modified software
10 to be open-made available to the open software community. By omitting
11 the fact that internal users are not subject to the copyleft requirements
12 of the GPL and AGPL licenses, NEO4J SWEDEN and NEO4J USA
13 customers were likely deceived in buying a commercial version and
14 paying a license fee and support for Neo4J instead of using the open
15 source version for free and other lower cost service providers.

16 114. Under the terms of the AGPL license, a user who does not
17 distribute or convey modifications of the open source version of Neo4J
18 software to the public has not duty to provide the modified source code
19 to third parties.

20 115. In 2016, Neo4J agreed that most users would choose the open
21 source version of Neo4J because it was free. The US government has
22 embraced open source software to save licensing costs. The key reason
23 is the US government does not distribute modified open source so the
24 viral copyleft terms in GPL and AGPL licenses is not an issue for the
25 Government users. The copy left issue with GPL and AGPL licenses are

1 not an issue for users that do not distribute or convey modified versions
 2 of open source software. This is confirmed by GNU.org, the group which
 3 manages the GPL and AGPL licenses:

4 If I only make copies of a GPL-covered program and run them, without distributing or conveying them to others, what does the
 5 license require of me? ([#NoDistributionRequirements](#))

6 Nothing. The GPL does not place any conditions on this activity.
 7 The same rules apply to modified versions of the open source code:

8 Does the GPL require that source code of modified versions be
 9 posted to the public? ([#GPLRequireSourcePostedPublic](#))

10 The GPL does not require you to release your modified version, or any part of it. **You are free to make modifications and use them privately, without ever releasing them. This applies to organizations (including companies), too; an organization can make a modified version and use it internally without ever releasing it outside the organization.**

11 But *if* you release the modified version to the public in some way, the GPL requires you to make the modified source code available to the program's users, under the GPL.

12 Thus, the GPL gives permission to release the modified program in certain ways, and not in other ways; but the decision of whether to release it is up to you.

13 [Emphasis added]

14 116. PureThink and IGov are informed and believe that NEO4J USA
 15 and NEO4J SWEDEN has falsely advertised to customers, that use of
 16 the open source version of Neo4J requires that the use be “Open”.

17 117. When PureThink was working a deal with the IRS for
 18 development on the open source government edition developed by
 19 PureThink, NEO4J USA demanded that the IRS be charged a license
 20 fee on a per server bases for the software.

118. The IRS asked PureThink the difference between free Neo4j open
 2 source and Neo4J's commercial version. As there was no significant
 3 difference, PureThink asked for Neo4J's guidance. Neo4J USA told
 4 PureThink to tell the IRS the open source version had to be an open use
 5 and that the IRS could not use the open source version of Neo4J.
 6 NEO4J told PureThink it should not be advising the IRS they can use
 7 the APGL version.

119. PureThink would not make this false representation and
 9 material omission of the APGL license to the IRS. NEO4J takes the
 10 position that there position is based on the company's intent but that
 11 intent is not what the APGL says. They claim that NEO4J USA's
 12 intent described under a document explaining a Fair Trade Software
 13 License controls but that is not the APGL under which the open source
 14 software is licensed. NEO4J USA and NEO4J SWEDEN falsely
 15 advertise that their intent controls over the APGL. However the open
 16 source software has been licensed for years under the AGPL and users
 17 are not bound by a separate document which is inconsistent with the
 18 terms of the AGPL. And, under the terms of the APGL, the restrictions
 19 may not be changed and no further restrictions, such as those NEO4J
 20 USA and NEO4J SWEDEN intend to impose, are allowed.

21. PureThink is informed and believes that NEO4J USA directly
 22 contacted the IRS and told them using the open source version of Neo4J
 23 had to be open which is false advertising.

24. PureThink and IGov are informed and believe that NEO4J USA
 25 and NEO4J SWEDEN have false advertised to other users and

1 potential users that using the open source version of Neo4J had to be
2 open otherwise, they had to buy the commercial version of the software.

3 122. PureThink and IGov are informed and believe that NEO4J USA
4 and NEO4J SWEDEN have false advertised that only authorized
5 service providers may support the open version of Neo4J and have told
6 potential customers that PureThink may not support the open version
7 of Neo4J because of the term in section 4.3.2 of the Partner Agreement
8 that unlawfully bars PureThink from supporting the open source
9 version of Neo4J.

10 123. PureThink and IGov are informed and believe that NEO4J USA's
11 commercial version of Neo4J software is based on the open source
12 version of Neo4J licensed under the GPL and the AGPL. NEO4J USA
13 has modified the open source version and distributes or conveys the
14 commercial version in object code for a fee while not providing users the
15 source code at no charge in violation of the GPL and AGPL.

16 124. NEO4J SWEDEN and NEO4J USA have engaged in unfair
17 competition as defined in Busines and Professions Code §17200.

18 125. PureThink and IGov have suffered actual damages from NEO4J
19 USA and NEO4J SWEDEN in lost sales of services to potential users
20 and unless enjoined, will continue to suffer loses.

21 126. It is likely without an injunction the conduct will continue as
22 NEO4J USA has expressly stated it intends to shutdown PureThink,
23 and by implication, IGov.

24 127. PureThink and IGov request the following injunction as a result
25 of NEO4J USA and NEO4J SWEDEN unfair business practices:

- 1 a. That NEO4J USA and NEO4J SWEDEN advise all commercial
2 Neo4J license customers and potential customers and post on
3 each repository where the open source software version of Neo4J
4 is offered:
 - 5 i. The Commons Clause added to the AGPL license is void
6 and not a term of the license;
 - 7 ii. That a user of an open source version of Neo4J is not
8 required to make derivatives or modifications to the source
9 code available when the user is only internally using the
10 software;
 - 11 iii. That any third party may provide support and development
12 services for users of the open source version of Neo4J; and
 - 13 iv. That PureThink and iGov are not barred from providing
14 support and development services for users of the open
15 source version of Neo4J.

16 128. PureThink and iGov. request the following restitution remedy as a
17 result of NEO4J USA and NEO4J SWEDEN unfair business practices:
18 That NEO4J USA and NEO4J SWEDEN refund all license and
19 support fees paid by commercial Neo4J license customers.

20
21 **V. Prayer for Relief**

22 Wherefore PureThink, iGov and John Mark Suhy request judgment
23 against NEO4J USA and NEO4J SWEDEN as follows:

- 24 1. For general, special and punitive damages according to proof.
- 25 2. For declaratory relief that:

- 1 a. § 4.3.2 of the Partner Agreement is void under California Business
2 and Professions Code §16600.
- 3 b. §§ 4.3.1 and 4.3.2 of the Partner Agreement are void under the AGPL
4 License.
- 5 c. The Commons Clause NEO4J, SWEDEN added to the AGPL is void.
- 6 d. The Commons Clause does not prevent third parties, such as
7 PureThink and IGOV from providing professional services to users of
8 the open source versions of Neo4J where the AGPL has a Commons
9 Clause.
- 10 e. PureThink and iGov and any user of NEO4J SWEDEN's public
11 repository on GitHub may fork, use, display and perform all Content
12 NEO4J SWEDEN has on its public GitHub Repository.
- 13 f. The Neo4j registered trademark be abandoned under the doctrine of
14 Naked License.
- 15 3. Omitted. See Docket No. 70 but because of numbering references in the
16 case, the numbering has not been altered.
- 17 4. For an preliminary and permanent injunction as a result of NEO4J
18 USA and NEO4J SWEDEN's unfair business practices:
 - 19 a. That NEO4J USA and NEO4J SWEDEN advise all commercial
20 Neo4J license customers and potential customers and post on
21 each repository where the open source software version of Neo4J
22 is offered:
 - 23 i. The Commons Clause added to the AGPL license is void
24 and not a term of the license;

- ii. That a user of an open source version of Neo4J is not required to make derivatives or modifications to the source code available when the user is only internally using the software;
- iii. That any third party may provide support and development services for users of the open source version of Neo4J; and
- iv. That PureThink and IGov are not barred from providing support and development services for users of the open source version of Neo4J.

5. For an order of restitution that NEO4J USA and NEO4J SWEDEN refund all license and support fees paid by commercial Neo4J license customers.

6. That Counter Claimants recover costs and attorneys fees as permitted by law, including under trademark law and copyright law and, because of the significant benefit to the public, Code of Civil Procedure §1021.5;

7. And for such other relief and remedies as the Court deems just.

Dated: June 5, 2020

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Attorney for Counter Claimants
PURETHINK LLC, a Delaware limited
liability company, IGOV INC., a Virginia
corporation and John Mark Suhy.

DEMAND FOR JURY TRIAL

Counter Claimant PURETHINK LLC and IGOV, Inc. and John Mark Suhy demand a trial by jury.

/s/ Adron W. Beene
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Attorneys for Counter Claimants
PURETHINK LLC, a Delaware limited
liability company, IGOV INC., a Virginia
corporation.

FILER'S ATTESTATION

I, Adron G. Beene, am the ECF user whose credentials were utilized in the electronic filing of this document. In accordance with N.D. Cal. Civil Local Rule 5-1(i)(3), I hereby attest that all signatories hereto concur in this filing.

Dated: June 5, 2020

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Attorney for Defendants
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liability company, IGOV INC., a Virginia
corporation, and JOHN MARK SUHY

EXHIBIT A

12/7/2018

neo4j/LICENSE.txt at 3.4 · neo4j/neo4j · GitHub

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5
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41  free programs, and that you know you can do these things.
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45  you this License which gives you legal permission to copy, distribute

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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
80 License.81
82 "Copyright" also means copyright-like laws that apply to other kinds
83 of works, such as semiconductor masks.84
85 "The Program" refers to any copyrightable work licensed under this
86 License. Each licensee is addressed as "you". "Licensees" and
87 "recipients" may be individuals or organizations.88
89 To "modify" a work means to copy from or adapt all or part of the work
90 in a fashion requiring copyright permission, other than the making of an
91 exact copy. The resulting work is called a "modified version" of the
92 earlier work or a work "based on" the earlier work.93
94 A "covered work" means either the unmodified Program or a work based
95 on the Program.96
97 To "propagate" a work means to do anything with it that, without
98 permission, would make you directly or secondarily liable for
99 infringement under applicable copyright law, except executing it on a
100 computer or modifying a private copy. Propagation includes copying,
101 distribution (with or without modification), making available to the
102 public, and in some countries other activities as well.103
104 To "convey" a work means any kind of propagation that enables other
105 parties to make or receive copies. Mere interaction with a user through
106 a computer network, with no transfer of a copy, is not conveying.107
108 An interactive user interface displays "Appropriate Legal Notices"
109 to the extent that it includes a convenient and prominently visible
110 feature that (1) displays an appropriate copyright notice, and (2)
111 tells the user that there is no warranty for the work (except to the

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112 extent that warranties are provided), that licensees may convey the
 113 work under this License, and how to view a copy of this License. If
 114 the interface presents a list of user commands or options, such as a
 115 menu, a prominent item in the list meets this criterion.

116 **1. Source Code.**

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

123 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.

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.

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

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

159 **2. Basic Permissions.**

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.

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

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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

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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 **6. Conveying Non-Source Forms.**

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

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

258 b) Convey the object code in, or embodied in, a physical product
 259 (including a physical distribution medium), accompanied by a
 260 written offer, valid for at least three years and valid for as
 261 long as you offer spare parts or customer support for that product
 262 model, to give anyone who possesses the object code either (1) a
 263 copy of the Corresponding Source for all the software in the
 264 product that is covered by this License, on a durable physical
 265 medium customarily used for software interchange, for a price no
 266 more than your reasonable cost of physically performing this
 267 conveying of source, or (2) access to copy the
 268 Corresponding Source from a network server at no charge.

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

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

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

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

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

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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 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:

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

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 373 b) Requiring preservation of specified reasonable legal notices or
 374 author attributions in that material or in the Appropriate Legal
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 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
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 381 d) Limiting the use for publicity purposes of names of licensors or
 382 authors of the material; or
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 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
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 391 those licensors and authors.

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 393 All other non-permissive additional terms are considered "further
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 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 8. Termination.

412
 413 You may not propagate or modify a covered work except as expressly
 414 provided under this License. Any attempt otherwise to propagate or
 415 modify it is void, and will automatically terminate your rights under
 416 this License (including any patent licenses granted under the third
 417 paragraph of section 11).

418
 419 However, if you cease all violation of this License, then your
 420 license from a particular copyright holder is reinstated (a)
 421 provisionally, unless and until the copyright holder explicitly and
 422 finally terminates your license, and (b) permanently, if the copyright
 423 holder fails to notify you of the violation by some reasonable means
 424 prior to 60 days after the cessation.

425
 426 Moreover, your license from a particular copyright holder is
 427 reinstated permanently if the copyright holder notifies you of the
 428 violation by some reasonable means, this is the first time you have
 429 received notice of violation of this License (for any work) from that
 430 copyright holder, and you cure the violation prior to 30 days after
 431 your receipt of the notice.

432
 433 Termination of your rights under this section does not terminate the
 434 licenses of parties who have received copies or rights from you under
 435 this License. If your rights have been terminated and not permanently
 436 reinstated, you do not qualify to receive new licenses for the same
 437 material under section 10.

438
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 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 Each time you convey a covered work, the recipient automatically
 453 receives a license from the original licensors, to run, modify and
 454 propagate that work, subject to this License. You are not responsible
 455 for enforcing compliance by third parties with this License.
 456

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

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

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

480 A contributor's "essential patent claims" are all patent claims
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 482 hereafter acquired, that would be infringed by some manner, permitted
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 485 consequence of further modification of the contributor version. For
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495 In the following three paragraphs, a "patent license" is any express
 496 agreement or commitment, however denominated, not to enforce a patent
 497 (such as an express permission to practice a patent or covenant not to
 498 sue for patent infringement). To "grant" such a patent license to a
 499 party means to make such an agreement or commitment not to enforce a
 500 patent against the party.
 501

502 If you convey a covered work, knowingly relying on a patent license,
 503 and the Corresponding Source of the work is not available for anyone
 504 to copy, free of charge and under the terms of this License, through a
 505 publicly available network server or other readily accessible means,
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 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
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 528 conditioned on the non-exercise of one or more of the rights that are
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 548 otherwise) that contradict the conditions of this License, they do not
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 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
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 555 License would be to refrain entirely from conveying the Program.

556
 557 13. Remote Network Interaction; Use with the GNU General Public License.

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 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
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 570 Notwithstanding any other provision of this License, you have permission
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 583 in detail to address new problems or concerns.

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 585 Each version is given a distinguishing version number. If the
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 588 the option of following the terms and conditions either of that
 589 numbered version or of any later version published by the Free
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 594 If the Program specifies that a proxy can decide which future
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 596 proxy's public statement of acceptance of a version permanently
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 602 later version.

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 609 THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR
 610 PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE PROGRAM
 611 IS WITH YOU. SHOULD THE PROGRAM PROVE DEFECTIVE, YOU ASSUME THE COST OF
 612 ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

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 621 PARTIES OR A FAILURE OF THE PROGRAM TO OPERATE WITH ANY OTHER PROGRAMS),
 622 EVEN IF SUCH HOLDER OR OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF
 623 SUCH DAMAGES.

624 17. Interpretation of Sections 15 and 16.

625
 626 If the disclaimer of warranty and limitation of liability provided
 627 above cannot be given local legal effect according to their terms,
 628 reviewing courts shall apply local law that most closely approximates
 629 an absolute waiver of all civil liability in connection with the
 630 Program, unless a warranty or assumption of liability accompanies a
 631 copy of the Program in return for a fee.

632
 633 END OF TERMS AND CONDITIONS

634
 635 How to Apply These Terms to Your New Programs

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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 "Commons Clause" License Condition 681

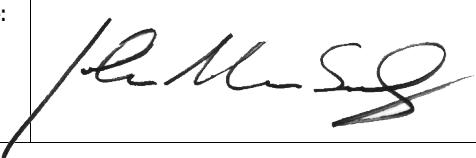
682
 683 The Software is provided to you by the Licensor under the License, as
 684 defined below, subject to the following condition. Without limiting
 685 other conditions in the License, the grant of rights under the License
 686 will not include, and the License does not grant to you, the right to
 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.
 694

EXHIBIT B

NEO4J SOLUTION PARTNER AGREEMENT

Partner:	PureThink LLC		
Address:	4202 Adrienne Dr		
Contact Name:	John Mark Suhy Jr	Phone:	1-855-636-4532
Contact Phone:	703-348-3968 x 101	Web:	www.neotechnology.com
Contact Email:	jmsuhy@purethink.com	E-mail:	accounting@neotechnology.com
Support contact 1		Support contact 2	
Name:	John Mark Suhy	Name:	Nikhil Budhiraja
Email:	jmsuhy@purethink.com	Email:	nikhil@purethink.com
Mobile:	703-348-3968 x 101	Mobile:	703-348-3968 x 109
Payment Information		Wire payment information: Silicon Valley Bank 3003 Tasman Drive Santa Clara, CA 95054, USA	
		<u>Routing and Transit #:</u> 121140399 <u>SWIFT code:</u> SVBKUSGS <u>Credit Account #:</u> 330072 6656	
Neo4j Solution Partner Program Fee:			
Agreement Period	1 Year	Annual fees:	USD 1,995.00
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:	 <div style="border: 1px solid blue; padding: 5px; display: inline-block;"> DocuSigned by: LARS NORDWALL <small>5E9692354E8643E...</small> </div>		

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	25% 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	20%
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	✓

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.neotechnology.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

NEO TECHNOLOGY INC. CONFIDENTIAL

EXHIBIT B

NEO4J SOLUTION PARTNER AGREEMENT

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.

EXHIBIT C



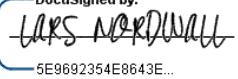
San Mateo, 11. April 2015

To whom it may concern,

PureThink LLC a Delaware Company, is the only Neo4j Government Edition reseller that is certified to resell and support to the US Federal Government, Department of Defense (DOD), and Intelligence Agencies.

This agreement can be provided to Government Agencies to support any **Federal Acquisition Regulation (FAR)** regulations.

DocuSigned by:

Signed:  5E9692354E8643E...	Signed: 
Neo Technology, Inc. Lars Nordwall COO Neo Technology, Inc. lars.nordwall@neotechnology.com 1-855-636-4532	PureThink LLC John Mark Suhy CTO PureThink LLC jmsuhy@purethink.com 703-862-7780

DocuSign Envelope ID: 9C05B5E7-6D91-4C15-A1C5-81FB1B29C22F

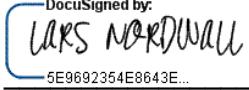


San Mateo, 23. June 2016

To whom it may concern,

PureThink LLC a Delaware Company, is the only Neo4j Government Edition reseller that is certified to resell and support to the US Federal Government, Department of Defense (DOD), and Intelligence Agencies.

This agreement can be provided to Government Agencies to support any Federal Acquisition Regulation (FAR) regulations.

DocuSigned by:

Signed: Lars Nordwall
5E9692354E8643E...

Neo Technology, Inc.
Lars Nordwall
COO
Neo Technology, Inc.
lars.nordwall@neotechnology.com
1-855-636-4532

Signed: 
John Mark Suhy

PureThink LLC
John Mark Suhy
CTO
PureThink LLC
jmsuhy@purethink.com
703-862-7780

Neo Technology, Inc. 111 East Fifth Avenue San Mateo, CA 1-855-636-4532

EXHIBIT C

EXHIBIT D

12/11/2018

purethink Mail - FW: Termination of Neo4j Solution Partner PureThink LLC



John Mark Suhy <jmsuhys@purethink.com>

FW: Termination of Neo4j Solution Partner PureThink LLC

Dunn Michael C <Michael.C.Dunn@irs.gov>

Wed, Jul 12, 2017 at 6:13 AM

To: "Suhy John M Jr [Contractor]" <John.M.SuhyJr@irs.gov>, "jmsuhys@purethink.com" <jmsuhys@purethink.com>

Cc: Hess Chris <Christopher.E.Hess@irs.gov>, Goss Renee Y <Renee.Y.Goss@irs.gov>, Rosenmerkel Lisa S <Lisa.S.Rosenmerkel@irs.gov>, Butler Jeff <Jeff.Butler@irs.gov>

Hello John Mark,

We received this notification from Jason (Neo4j), and so it's been passed onto Procurement too: Vivian and Genevieve. One question I have for this existing contract is if services are stopped due to what Neo4j states below regarding Purethink's inability to provide open-source version support in the below? Now this is me asking from an initial statement, and so there's probably also a need to either work through Renee to the Procurement folks and/or talk with them too, since I figured they're going to reach out after receiving this email from Jason.

"Regarding the consulting services, please be advised that PureThink is not authorized to provide consulting services and support on open source versions of Neo4j products... prohibit them from providing any consulting services on these products during the term of their agreement and for a period of thirty six (36) months following termination. Neo will work with IRS to ensure that it receives the correct product and services from an authorized Neo4j partner."

Michael C. Dunn

Data Management Division/Business Systems Planning

Research, Applied Analytics, & Statistics

(o) 202.803.9009

From: Dunn Michael C
Sent: July-12-17 6:03 AM
To: 'Jason Zagalsky' <jason@neo4j.com>
Cc: vvivian.d.daniels@irs.gov; John Broad <john.broad@neo4j.com>; Goss Renee Y <Renee.Y.Goss@irs.gov>
Subject: RE: Termination of Neo4j Solution Partner PureThink LLC

Hello, Thank Jason. I'm looping in Renee Goss, our COR on the Purethink contract.

12/11/2018

purethink Mail - FW: Termination of Neo4j Solution Partner PureThink LLC

Michael C. Dunn

Data Management Division/Business Systems Planning
 Research, Applied Analytics, & Statistics
 (o) 202.803.9009

From: Jason Zagalsky [mailto:jason@neo4j.com]
Sent: July-11-17 7:49 PM
To: Dunn Michael C <Michael.C.Dunn@irs.gov>
Cc: vvivian.d.daniels@irs.gov; John Broad <john.broad@neo4j.com>
Subject: Termination of Neo4j Solution Partner PureThink LLC

July 11, 2017

Internal Revenue Service

Attn: Michael Dunn
 Cc: Vivian Daniels
 Department of Treasury

To: Michael Dunn

Re: Termination of Neo4j Solution Partner PureThink LLC ("PureThink")

I write to inform you that Neo4j, Inc., formerly Neo Technology, Inc. ("Neo"), recently terminated its partnership agreement with PureThink. I understand that IRS has a relationship with PureThink relating to Neo's products. Because this change in PureThink's status may affect the services and support IRS receives, Neo wanted to notify IRS of this development and to offer Neo's assistance in transitioning IRS to an authorized Neo4j partner to ensure IRS continues to receive the support it requires in a manner that respects Neo's intellectual property rights and contractual relationships.

Neo understands that IRS entered into an agreement with PureThink in September 2016 to purchase a commercial license to Neo4j Government Edition and for consulting services and support. We understand that the term of that agreement expires on September 22, 2017. We further understand that IRS paid PureThink \$229,000 for a Neo4j subscription and the consulting services.

Regarding IRS's purchase of a Neo4j subscription, Neo still has not received a purchase order from PureThink. As a result of PureThink's termination, please be advised that PureThink is no longer authorized to purchase a Neo4j subscription on behalf of IRS. Neo will work with IRS to purchase a subscription through an authorized Neo4j partner.

Regarding the consulting services, please be advised that PureThink is not authorized to provide consulting services and support on open source versions of Neo4j products. This prohibition applies not only to the APGL-licensed Enterprise Edition but also to the GPL-licensed Community Edition. While IRS has stated its intention to proceed with the AGPL-licensed Enterprise Edition, please understand that Neo's agreements with its partners, including PureThink, prohibit them from providing any consulting services on these products during the term of their agreement and for a period of thirty six (36) months following termination. Neo will work with IRS to ensure that it receives the correct product and services from an authorized Neo4j partner.

We appreciate that this news may come as a surprise to IRS, and Neo wanted to make sure that IRS was promptly notified of this action so that it can make the appropriate decisions. Neo is available to answer any questions you may have and to assist in transitioning your subscription and support to an authorized Neo4j partner. We appreciate your continued interest in Neo4j and look forward to continuing to work with you.

Please do not hesitate to reach out to me with any questions regarding this notification.

12/11/2018

purethink Mail - FW: Termination of Neo4j Solution Partner PureThink LLC

Sincerely,

Jason Zagalsky

Federal Technical Account Manager | Neo4j

410-280-9697 | jason@neo4j.com

