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MongoDB Cloud Terms of Service

Last updated: January 15, 2026. To see what has changed in this Agreement, click here.

MongoDB, Inc., MongoDB Limited, and MongoDB Serviços de Software No Brasil LTDA (**"we," "us,"** or **"our"**) are pleased to offer certain web services (**"Cloud Services"**) according to the terms and conditions in this Agreement (**"Agreement"**). If you are located in the Americas (excluding Brazil and the Caribbean) or Japan, your counterparty is MongoDB, Inc.; if you are located in Brazil, your counterparty is MongoDB Serviços de Software No Brasil LTDA; if you are located anywhere else (including the Caribbean), your counterparty is MongoDB Limited. By creating an account to use the Cloud Services, you agree to this Agreement. If you represent an organization, you represent and warrant that you are authorized to agree to this Agreement on behalf of your organization. If you do not agree to this Agreement, do not use the Cloud Services.

1. Cloud Services.

You may access and use our Cloud Services in accordance with this Agreement. The service level agreements we currently offer with respect to MongoDB Cloud Services are located at: https://www.mongodb.com/cloud/sla.

The Cloud Services may include features or services that have separate rules specific to the feature or service. You will comply with all laws, rules and regulations applicable to the use of the Cloud Services and any additional feature or service you use. You understand and agree that we may change, suspend or discontinue any part or all of the Cloud Services. We will notify you of any material change to or discontinuation of the Cloud Services by email or via our website.

Some Cloud Services may be in preview, testing, or "Preview" phase (each, a **"Preview Offering"**), for the purpose of evaluating performance, identifying defects and obtaining feedback. MongoDB will not be liable for any damages in connection with your use of any Preview Offering. You are not required to use any Preview Offering, and we have no obligation to release a final version of any

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Support. If you promptly or repeatedly re-register for Support after terminating it, we may charge you for the time period in which your Support was inactive or refuse to provide you Support.

2. Registration and Your Account.

To register to use the Cloud Services, you must create a username and password and provide us with the information requested in the registration process. You must provide complete and accurate information during the registration process and will update your information to ensure it remains accurate.

3. Consulting Services.

If you purchase consulting or professional services for the Cloud Services (**"Consulting Services"**), you will provide MongoDB with reasonable assistance and information to facilitate scheduling and performance of the Consulting Services. You will also appoint an engagement manager to help ensure effective delivery of the Consulting Services. Consulting Services and any work provided to you as a part of the Consulting Services, including any report (a **"Deliverable"**), are accepted when delivered. We may engage qualified subcontractors to provide the Consulting Services. We grant you a royalty-free, perpetual, nontransferable and nonexclusive license to use and reproduce any Deliverables for your internal business purposes.

4. Your Data.

(a) You will not store or process protected health information using the Cloud Services unless you sign a Business Associate Agreement with us. If you include payment cardholder information in your use of the Cloud Services, MongoDB will maintain all applicable Payment Card Industry Data Security Standard requirements.

(b) **Data Processing.** The parties will comply with the MongoDB Data Processing Agreement ("DPA") available at https://www.mongodb.com/legal/dpa, which is incorporated into this Agreement.

(c) **Security.** Each party has obligations with respect to the security of the Cloud Services. We will implement and maintain appropriate technical and organizational security measures. The current technical and organizational security measures are described at https://www.mongodb.com/technical-and-organizational-security-measures. You are responsible for properly configuring and using the Cloud Services and taking your own steps to maintain appropriate security, protection and backup of your data. You will not disclose your user credentials to any unauthorized persons. You are responsible for all activities in your account, regardless of whether undertaken by you, your employees or a third party (including contractors or agents). We and our affiliates are not responsible for unauthorized access to your account unless

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have a payment method on file. You will not use the AI Features to develop or train any AI model. “AI Features” means the AI embedding and reranking model services and various generative AI-powered features included in the Cloud Services for your use.

5. Payment and Taxes.

(a) **Services Fees.** We calculate and bill fees and charges as described on the site specific to the Cloud Service you are using. For monthly charges, we may bill you more frequently for fees accrued if we believe there is a risk of non-payment or if we suspect that your account is fraudulent. If you choose monthly billing by credit card, you authorize a recurring monthly charge to your credit card based on our current fee schedule for the Cloud Services or Support, as applicable. You will pay us the applicable fees and charges for use of the Cloud Services, Support or Consulting Services as described on the applicable site using your credit card. All amounts payable for the Cloud Services, Support or Consulting Services will be made without setoff or deduction, and all amounts paid are non-refundable. We may increase or add new fees and charges for a Cloud Service, Support or Consulting Services by updating the applicable site. In the event that we change the pricing for the Cloud Services, Support or Consulting Services, the fees payable by you will increase or decrease in accordance with any such modification upon the date specified on the applicable site. We may charge you interest at the rate of 1% per month or the highest rate permitted by law on any late payment.

(b) **Taxes.** All fees and charges payable by you are exclusive of applicable taxes and duties, including VAT and applicable sales tax. You will provide us any information we reasonably request to determine whether we are obligated to collect VAT from you, including your VAT identification number. If you are legally entitled to an exemption from any sales, use, or similar transaction tax, you are responsible for providing us with legally-sufficient tax exemption certificates for each taxing jurisdiction. We will apply the tax exemption certificates to charges under your account occurring after the date we receive the tax exemption certificates. If any deduction or withholding is required by law, you will notify us and will pay us any additional amounts necessary to ensure that the net amount that we receive, after any deduction and withholding, equals the amount we would have received if no deduction or withholding had been required. Additionally, you will provide us with documentation showing that the withheld and deducted amounts have been paid to the relevant taxing authority.

6. Term and Termination.

(a) **Term; Termination.** The term of this Agreement commences when you create an account and will remain in effect until terminated in accordance with this Agreement. You may terminate this Agreement by terminating all Cloud Services under your account, and we may terminate this

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to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of your assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding. If we suspend your right to access or use any portion or all of the Cloud Services, you remain responsible for all fees and charges you have incurred during the suspension and you will not be entitled to any credit or refund. We will use commercially reasonable efforts to restore your access to the Cloud Services promptly following resolution of the cause of your suspension. We may suspend or terminate your access to or use of any Preview Offering at any time and for any reason.

(b) **Effect of Termination.** Upon termination of this Agreement (i) all your rights under this Agreement immediately terminate; and (ii) you remain responsible for all fees and charges you have incurred up to and including the date of termination. We have no obligation to continue to store the data contained in backup snapshots or in a MongoDB Atlas cluster that you have terminated or after termination of this Agreement.

7. Intellectual Property Rights and Ownership.

(a) **Your Data.** You represent and warrant to us that: (i) you have all rights in your data necessary to grant the rights contemplated by this Agreement; and (ii) none of your data or your use of your data violates this Agreement, any applicable law or any third party's intellectual property or other right.

(b) **Our Services.** As a condition to your use of the Cloud Services you will not, and will not allow any third party to: (i) modify or create derivative works of any part of the Cloud Services; (ii) attempt to reverse engineer, disassemble, or decompile the Cloud Services or apply any process or procedure to attempt to derive any underlying component of the Cloud Services, including our software, models, or algorithms; (iii) access or use the Cloud Services in a way intended to avoid incurring fees or exceeding usage limits or quotas; (iv) resell or sublicense the Cloud Services; (v) use the Cloud Services in connection with any derivative work of the MongoDB database; (vi) attempt to disable or circumvent any security mechanisms used by the Cloud Services; (vii) use the Cloud Services in a way that poses a risk to the availability, functionality or security of the Cloud Services; or (viii) use the Cloud Services unlawfully.

(c) **No Other Rights.** This Agreement does not transfer any right, title or interest in any intellectual property to any party, except as expressly set forth in this Agreement. You are not obligated to provide us with any suggestions or other feedback about the Cloud Services or otherwise, but if you do, we may use and modify this feedback without any restriction or payment.

(d) Customer may use any confidential or proprietary information that MongoDB provides to Customer ("**MongoDB Information**") only to evaluate the Cloud Services or Consulting Services and will use a high degree of care to avoid disclosure of MongoDB Information. Customer will not

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8. No Warranty.

The Cloud Services, including Preview Offerings, Support, and Consulting Services, including any Deliverables, are provided on an "AS IS" and "AS AVAILABLE" basis and with no representation or warranty of any kind. Except to the extent prohibited by law, we disclaim any implied or statutory warranty, including any implied warranty of merchantability or fitness for a particular purpose, and any warranty arising out of any course of dealing or usage of trade.

9. Limitation of Liability.

We and our affiliates and licensors will not be liable to you for any indirect, incidental, special, consequential or exemplary damages (including damages for loss of profits, goodwill, use or data). We and our affiliates and licensors will not be responsible for any compensation, reimbursement or direct damages arising in connection with: (a) your inability to use the Cloud Services; (b) the cost of procurement of substitute goods or services; (c) any investments, expenditures or commitments by you in connection with this Agreement or your use of or access to the Cloud Services; or (d) any unauthorized access to, alteration of, or deletion, destruction, damage, loss or failure to store any of your content or other data. Our and our affiliates' and licensors' aggregate liability under this agreement will be limited to the amount you actually pay us under this agreement for the Cloud Services that gave rise to the claim during the 12 months preceding the claim.

10. Indemnification.

You will defend, indemnify, and hold harmless us, our affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable legal fees) arising out of or relating to any third party claim concerning: (a) your use of the Cloud Services (including any activities under your account and use by your employees and personnel); (b) breach of this Agreement or violation of applicable law by you; or (c) your data or the combination of your data with other applications, content or processes, including any claim involving alleged infringement or misappropriation of intellectual property rights. If we or our affiliates are obligated to respond to a third party subpoena or other compulsory legal order or process seeking information related to your data or your use of the Cloud Services, you will also reimburse us for reasonable legal fees, as well as our employees' and contractors' time and materials spent responding to the third party subpoena or other compulsory legal order or process at our then-current hourly rates. We will promptly notify you of any claim subject to this Section, but our failure to promptly notify you will only affect your obligations to the extent that our failure materially harms your ability to defend the claim. You may: (a) use counsel of your own choosing (subject to our written consent) to defend against any claim; and (b) settle the claim as you deem appropriate, provided that you obtain our

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Agreement does not create any third party beneficiary rights in any individual or entity that is not a party to this Agreement. You will not assign this Agreement, or delegate or sublicense any of your rights under this Agreement, without our prior written consent. Our failure to enforce any provision of this Agreement will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. If any provision of this Agreement is unenforceable, that portion will be modified to render it enforceable to the extent possible to effect the parties' intention and the remaining provisions will not be affected.

(b) **Entire Agreement.** This Agreement incorporates any data processing agreement or Business Associate Agreement, and comprises the entire understanding between you and us relating to the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements or communications between you and us, whether written or verbal, regarding the subject matter of this Agreement.

(c) **Notice.** All communications and notices to be made or given pursuant to this Agreement must be in English. We may provide any notice to you under this Agreement by posting a notice on the website for the applicable Cloud Service or sending a message to the email address associated with your account. You will be deemed to have received any email sent to the email address then associated with your account when we send the email, whether or not you actually receive the email. To give us notice under this Agreement, you must (1) email us at legal@mongodb.com, or (2) send us your notice by certified mail, return receipt requested, to MongoDB, Inc., 1633 Broadway, 38th Floor New York, NY 10019, Attention: Legal Department.

(d) **Choice of Law; Consent to Jurisdiction.** The laws of New York, excluding any applicable conflict of laws rules or principles, govern this Agreement and any dispute of any sort that might arise between you and us. You consent to exclusive jurisdiction and venue of New York courts. We may seek injunctive or other relief in any state, federal or national court of competent jurisdiction for any actual or alleged infringement of our, our affiliates', or any third party's intellectual property or other proprietary rights. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

(e) **Force Majeure.** We are not liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond our reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

(f) **Amendments.** We may amend this Agreement at any time by posting a revised version on the site for the applicable Cloud Service or by otherwise notifying you by email. Amended terms of service become effective upon posting on the site for the applicable Cloud Service or as stated in our

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