

MarkLogic Research Hub Sample Code Software License Agreement ("Agreement")

1. Definitions/Notes

"License" means the license grant to the Work as set forth in this Agreement.

"Licensor" means MarkLogic Corporation, the entity that distributes the Work, or its affiliates.

"Software" means the original work of authorship made available under this Agreement.

"Work" means the Software and any additions to or derivative works of the Software that are made available under this Agreement.

The terms "reproduce," "reproduction," "derivative works," and "distribution" have the meaning as provided under U.S. copyright law; provided, however, that for the purposes of this License, derivative works shall not include works that remain separable from, or merely link (or bind by name) to the interfaces of, the Work.

Works, including the Software, are "made available" under this Agreement by including in or with the Work either (a) a copyright notice referencing the applicability of this License to the Work, or (b) a copy of this Agreement.

2. License Grants

2.1 Copyright Grant. Subject to the terms and conditions of this Agreement, Licensor grants to you a perpetual, worldwide, non-exclusive, royalty-free, copyright license to reproduce, prepare derivative works of, publicly display, publicly perform, sublicense and distribute the Work and any resulting derivative works in any form.

2.2 Patent Grant. Subject to the terms and conditions of this Agreement, Licensor grants to you a perpetual, worldwide, non-exclusive, royalty-free patent license to make, have made, use, sell, offer for sale, import, and otherwise transfer the Work, in whole or in part. The foregoing license applies only to the patent claims licensable by Licensor that would be infringed by Licensor's Work (or portion thereof) individually and excluding any combinations with any other materials or technology.

3. Limitations

3.1 Redistribution. You may reproduce or distribute the Work only if (a) you do so under this Agreement, (b) you include a complete copy of this Agreement with your distribution, and (c) you retain without modification any copyright, patent, trademark, or attribution notices that are present in the Work.

3.2 Derivative Works. You may specify that additional or different terms apply to the use, reproduction, and distribution of your derivative works of the Work (“Your Terms”) only if (a) Your Terms provide that the use limitation in Section 3.3 applies to your derivative works, and (b) you identify the specific derivative works that are subject to Your Terms. Notwithstanding Your Terms, this License (including the redistribution requirements in Section 3.1) will continue to apply to the Work itself.

3.3 Use Limitation. The Work and any derivative works thereof only may be used or intended for use with the MarkLogic Data Hub Service.

3.4 Patent Claims. If you bring or threaten to bring a patent claim against Licensor (including any claim, cross-claim or counterclaim in a lawsuit) to enforce any patents that you allege are infringed by the Work, then your rights under this License from Licensor (including the grants in Sections 2.1 and 2.2) will terminate immediately.

3.5 Trademarks. This Agreement does not grant any rights to use any Licensor’s or its affiliates’ names, logos, or trademarks, except as necessary to reproduce the notices described in this Agreement.

3.6 Termination. If you violate any term of this Agreement, then your rights under this Agreement (including the grants in Sections 2.1 and 2.2) will terminate immediately.

4. Disclaimer of Warranty.

THE WORK IS PROVIDED “AS IS” WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. YOU BEAR THE RISK OF UNDERTAKING ANY ACTIVITIES UNDER THIS AGREEMENT.

5. Limitation of Liability.

EXCEPT AS PROHIBITED BY APPLICABLE LAW, IN NO EVENT AND UNDER NO LEGAL THEORY, WHETHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT, OR OTHERWISE SHALL LICENSOR BE LIABLE TO YOU FOR DAMAGES, INCLUDING ANY

DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE USE OR INABILITY TO USE THE WORK (INCLUDING BUT NOT LIMITED TO LOSS OF GOODWILL, BUSINESS INTERRUPTION, LOST PROFITS OR DATA, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES), EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. Export.

You understand that the Work provided under this Agreement is subject to the export laws and restrictions of the United States of America. You shall comply with all applicable export laws, restrictions, national security controls, and regulations of the United States or other applicable foreign agency or authority. You hereby agree that, without express approval of MarkLogic, pursuant to the issuance of an export license or other approval from the U.S. Department of Commerce, You will not reexport or release or allow the reexport or release of any Work or any confidential information related to the Work to a country or national of a country specified in Country Groups D:1, E:1, or E:2 as set forth in 15 C.F.R. Part 740, Supplement No. 1 or to an embargoed country as set forth in Part 746 of the U.S. Export Administration Regulations (or any successor regulations or supplement).

7. Governing Law/Jurisdiction.

This Agreement shall be interpreted and construed in accordance with the laws of the State of California and the United States of America, without regard to conflict of law principles and excluding the U.N. Convention on Contracts for the International Sale of Goods. The Parties hereby consent to the exclusive jurisdiction of the State Courts located in San Mateo County, California or the United States District Court for the Northern District of California and any courts of appeal therefrom, and waives any objection on the grounds of lack of jurisdiction (forum non conveniens or otherwise) to the exercise of such jurisdiction over it by any such courts for resolution of any disputes arising out of or related to this Agreement.

Last Updated – January 16, 2020

© 2020 MarkLogic Corporation.