Server Side Public License

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TERMS AND CONDITIONS

0. Definitions.

“This License” refers to Server Side Public License.

“Copyright” also means copyright-like laws that apply to other kinds of

works, such as semiconductor masks.

“The Program” refers to any copyrightable work licensed under this

License. Each licensee is addressed as “you”. “Licensees” and

“recipients” may be individuals or organizations.

To “modify” a work means to copy from or adapt all or part of the work in

a fashion requiring copyright permission, other than the making of an

exact copy. The resulting work is called a “modified version” of the

earlier work or a work “based on” the earlier work.

A “covered work” means either the unmodified Program or a work based on

the Program.

To “propagate” a work means to do anything with it that, without

permission, would make you directly or secondarily liable for

infringement under applicable copyright law, except executing it on a

computer or modifying a private copy. Propagation includes copying,

distribution (with or without modification), making available to the

public, and in some countries other activities as well.

To “convey” a work means any kind of propagation that enables other

parties to make or receive copies. Mere interaction with a user through a

computer network, with no transfer of a copy, is not conveying.

An interactive user interface displays “Appropriate Legal Notices” to the

extent that it includes a convenient and prominently visible feature that

(1) displays an appropriate copyright notice, and (2) tells the user that

there is no warranty for the work (except to the extent that warranties

are provided), that licensees may convey the work under this License, and

how to view a copy of this License. If the interface presents a list of

user commands or options, such as a menu, a prominent item in the list

meets this criterion.

1. Source Code.

The “source code” for a work means the preferred form of the work for

making modifications to it. “Object code” means any non-source form of a

work.

A “Standard Interface” means an interface that either is an official

standard defined by a recognized standards body, or, in the case of

interfaces specified for a particular programming language, one that is

widely used among developers working in that language. The “System

Libraries” of an executable work include anything, other than the work as

a whole, that (a) is included in the normal form of packaging a Major

Component, but which is not part of that Major Component, and (b) serves

only to enable use of the work with that Major Component, or to implement

a Standard Interface for which an implementation is available to the

public in source code form. A “Major Component”, in this context, means a

major essential component (kernel, window system, and so on) of the

specific operating system (if any) on which the executable work runs, or

a compiler used to produce the work, or an object code interpreter used

to run it.

The “Corresponding Source” for a work in object code form means all the

source code needed to generate, install, and (for an executable work) run

the object code and to modify the work, including scripts to control

those activities. However, it does not include the work's System

Libraries, or general-purpose tools or generally available free programs

which are used unmodified in performing those activities but which are

not part of the work. For example, Corresponding Source includes

interface definition files associated with source files for the work, and

the source code for shared libraries and dynamically linked subprograms

that the work is specifically designed to require, such as by intimate

data communication or control flow between those subprograms and other

parts of the work.

The Corresponding Source need not include anything that users can

regenerate automatically from other parts of the Corresponding Source.

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

2. Basic Permissions.

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, subject to section 13. The

output from running a covered work is covered by this License only if the

output, given its content, constitutes a covered work. This License

acknowledges your rights of fair use or other equivalent, as provided by

copyright law. Subject to section 13, you may make, run and propagate

covered works that you do not convey, without conditions so long as your

license otherwise remains in force. You may convey covered works to

others for the sole purpose of having them make modifications exclusively

for you, or provide you with facilities for running those works, provided

that you comply with the terms of this License in conveying all

material for which you do not control copyright. Those thus making or

running the covered works for you must do so exclusively on your

behalf, under your direction and control, on terms that prohibit them

from making any copies of your copyrighted material outside their

relationship with you.

Conveying under any other circumstances is permitted solely under the

conditions stated below. Sublicensing is not allowed; section 10 makes it

unnecessary.

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

No covered work shall be deemed part of an effective technological

measure under any applicable law fulfilling obligations under article 11

of the WIPO copyright treaty adopted on 20 December 1996, or similar laws

prohibiting or restricting circumvention of such measures.

When you convey a covered work, you waive any legal power to forbid

circumvention of technological measures to the extent such circumvention is

effected by exercising rights under this License with respect to the

covered work, and you disclaim any intention to limit operation or

modification of the work as a means of enforcing, against the work's users,

your or third parties' legal rights to forbid circumvention of

technological measures.

4. Conveying Verbatim Copies.

You may convey verbatim copies of the Program's source code as you

receive it, in any medium, provided that you conspicuously and

appropriately publish on each copy an appropriate copyright notice; keep

intact all notices stating that this License and any non-permissive terms

added in accord with section 7 apply to the code; keep intact all notices

of the absence of any warranty; and give all recipients a copy of this

License along with the Program. You may charge any price or no price for

each copy that you convey, and you may offer support or warranty

protection for a fee.

5. Conveying Modified Source Versions.

You may convey a work based on the Program, or the modifications to

produce it from the Program, in the form of source code under the terms

of section 4, provided that you also meet all of these conditions:

a) The work must carry prominent notices stating that you modified it,

and giving a relevant date.

b) The work must carry prominent notices stating that it is released

under this License and any conditions added under section 7. This

requirement modifies the requirement in section 4 to “keep intact all

notices”.

c) You must license the entire work, as a whole, under this License to

anyone who comes into possession of a copy. This License will therefore

apply, along with any applicable section 7 additional terms, to the

whole of the work, and all its parts, regardless of how they are

packaged. This License gives no permission to license the work in any

other way, but it does not invalidate such permission if you have

separately received it.

d) If the work has interactive user interfaces, each must display

Appropriate Legal Notices; however, if the Program has interactive

interfaces that do not display Appropriate Legal Notices, your work

need not make them do so.

A compilation of a covered work with other separate and independent

works, which are not by their nature extensions of the covered work, and

which are not combined with it such as to form a larger program, in or on

a volume of a storage or distribution medium, is called an “aggregate” if

the compilation and its resulting copyright are not used to limit the

access or legal rights of the compilation's users beyond what the

individual works permit. Inclusion of a covered work in an aggregate does

not cause this License to apply to the other parts of the aggregate.

6. Conveying Non-Source Forms.

You may convey a covered work in object code form under the terms of

sections 4 and 5, provided that you also convey the machine-readable

Corresponding Source under the terms of this License, in one of these

ways:

a) Convey the object code in, or embodied in, a physical product

(including a physical distribution medium), accompanied by the

Corresponding Source fixed on a durable physical medium customarily

used for software interchange.

b) Convey the object code in, or embodied in, a physical product

(including a physical distribution medium), accompanied by a written

offer, valid for at least three years and valid for as long as you

offer spare parts or customer support for that product model, to give

anyone who possesses the object code either (1) a copy of the

Corresponding Source for all the software in the product that is

covered by this License, on a durable physical medium customarily used

for software interchange, for a price no more than your reasonable cost

of physically performing this conveying of source, or (2) access to

copy the Corresponding Source from a network server at no charge.

c) Convey individual copies of the object code with a copy of the

written offer to provide the Corresponding Source. This alternative is

allowed only occasionally and noncommercially, and only if you received

the object code with such an offer, in accord with subsection 6b.

d) Convey the object code by offering access from a designated place

(gratis or for a charge), and offer equivalent access to the

Corresponding Source in the same way through the same place at no

further charge. You need not require recipients to copy the

Corresponding Source along with the object code. If the place to copy

the object code is a network server, the Corresponding Source may be on

a different server (operated by you or a third party) that supports

equivalent copying facilities, provided you maintain clear directions

next to the object code saying where to find the Corresponding Source.

Regardless of what server hosts the Corresponding Source, you remain

obligated to ensure that it is available for as long as needed to

satisfy these requirements.

e) Convey the object code using peer-to-peer transmission, provided you

inform other peers where the object code and Corresponding Source of

the work are being offered to the general public at no charge under

subsection 6d.

A separable portion of the object code, whose source code is excluded

from the Corresponding Source as a System Library, need not be included

in conveying the object code work.

A “User Product” is either (1) a “consumer product”, which means any

tangible personal property which is normally used for personal, family,

or household purposes, or (2) anything designed or sold for incorporation

into a dwelling. In determining whether a product is a consumer product,

doubtful cases shall be resolved in favor of coverage. For a particular

product received by a particular user, “normally used” refers to a

typical or common use of that class of product, regardless of the status

of the particular user or of the way in which the particular user

actually uses, or expects or is expected to use, the product. A product

is a consumer product regardless of whether the product has substantial

commercial, industrial or non-consumer uses, unless such uses represent

the only significant mode of use of the product.

“Installation Information” for a User Product means any methods,

procedures, authorization keys, or other information required to install

and execute modified versions of a covered work in that User Product from

a modified version of its Corresponding Source. The information must

suffice to ensure that the continued functioning of the modified object

code is in no case prevented or interfered with solely because

modification has been made.

If you convey an object code work under this section in, or with, or

specifically for use in, a User Product, and the conveying occurs as part

of a transaction in which the right of possession and use of the User

Product is transferred to the recipient in perpetuity or for a fixed term

(regardless of how the transaction is characterized), the Corresponding

Source conveyed under this section must be accompanied by the

Installation Information. But this requirement does not apply if neither

you nor any third party retains the ability to install modified object

code on the User Product (for example, the work has been installed in

ROM).

The requirement to provide Installation Information does not include a

requirement to continue to provide support service, warranty, or updates

for a work that has been modified or installed by the recipient, or for

the User Product in which it has been modified or installed. Access

to a network may be denied when the modification itself materially

and adversely affects the operation of the network or violates the

rules and protocols for communication across the network.

Corresponding Source conveyed, and Installation Information provided, in

accord with this section must be in a format that is publicly documented

(and with an implementation available to the public in source code form),

and must require no special password or key for unpacking, reading or

copying.

7. Additional Terms.

“Additional permissions” are terms that supplement the terms of this

License by making exceptions from one or more of its conditions.

Additional permissions that are applicable to the entire Program shall be

treated as though they were included in this License, to the extent that

they are valid under applicable law. If additional permissions apply only

to part of the Program, that part may be used separately under those

permissions, but the entire Program remains governed by this License

without regard to the additional permissions. When you convey a copy of

a covered work, you may at your option remove any additional permissions

from that copy, or from any part of it. (Additional permissions may be

written to require their own removal in certain cases when you modify the

work.) You may place additional permissions on material, added by you to

a covered work, for which you have or can give appropriate copyright

permission.

Notwithstanding any other provision of this License, for material you add

to a covered work, you may (if authorized by the copyright holders of

that material) supplement the terms of this License with terms:

a) Disclaiming warranty or limiting liability differently from the

terms of sections 15 and 16 of this License; or

b) Requiring preservation of specified reasonable legal notices or

author attributions in that material or in the Appropriate Legal

Notices displayed by works containing it; or

c) Prohibiting misrepresentation of the origin of that material, or

requiring that modified versions of such material be marked in

reasonable ways as different from the original version; or

d) Limiting the use for publicity purposes of names of licensors or

authors of the material; or

e) Declining to grant rights under trademark law for use of some trade

names, trademarks, or service marks; or

f) Requiring indemnification of licensors and authors of that material

by anyone who conveys the material (or modified versions of it) with

contractual assumptions of liability to the recipient, for any

liability that these contractual assumptions directly impose on those

licensors and authors.

All other non-permissive additional terms are considered “further

restrictions” within the meaning of section 10. If the Program as you

received it, or any part of it, contains a notice stating that it is

governed by this License along with a term that is a further restriction,

you may remove that term. If a license document contains a further

restriction but permits relicensing or conveying under this License, you

may add to a covered work material governed by the terms of that license

document, provided that the further restriction does not survive such

relicensing or conveying.

If you add terms to a covered work in accord with this section, you must

place, in the relevant source files, a statement of the additional terms

that apply to those files, or a notice indicating where to find the

applicable terms. Additional terms, permissive or non-permissive, may be

stated in the form of a separately written license, or stated as

exceptions; the above requirements apply either way.

8. Termination.

You may not propagate or modify a covered work except as expressly

provided under this License. Any attempt otherwise to propagate or modify

it is void, and will automatically terminate your rights under this

License (including any patent licenses granted under the third paragraph

of section 11).

However, if you cease all violation of this License, then your license

from a particular copyright holder is reinstated (a) provisionally,

unless and until the copyright holder explicitly and finally terminates

your license, and (b) permanently, if the copyright holder fails to

notify you of the violation by some reasonable means prior to 60 days

after the cessation.

Moreover, your license from a particular copyright holder is reinstated

permanently if the copyright holder notifies you of the violation by some

reasonable means, this is the first time you have received notice of

violation of this License (for any work) from that copyright holder, and

you cure the violation prior to 30 days after your receipt of the notice.

Termination of your rights under this section does not terminate the

licenses of parties who have received copies or rights from you under

this License. If your rights have been terminated and not permanently

reinstated, you do not qualify to receive new licenses for the same

material under section 10.

9. Acceptance Not Required for Having Copies.

You are not required to accept this License in order to receive or run a

copy of the Program. Ancillary propagation of a covered work occurring

solely as a consequence of using peer-to-peer transmission to receive a

copy likewise does not require acceptance. However, nothing other than

this License grants you permission to propagate or modify any covered

work. These actions infringe copyright if you do not accept this License.

Therefore, by modifying or propagating a covered work, you indicate your

acceptance of this License to do so.

10. Automatic Licensing of Downstream Recipients.

Each time you convey a covered work, the recipient automatically receives

a license from the original licensors, to run, modify and propagate that

work, subject to this License. You are not responsible for enforcing

compliance by third parties with this License.

An “entity transaction” is a transaction transferring control of an

organization, or substantially all assets of one, or subdividing an

organization, or merging organizations. If propagation of a covered work

results from an entity transaction, each party to that transaction who

receives a copy of the work also receives whatever licenses to the work

the party's predecessor in interest had or could give under the previous

paragraph, plus a right to possession of the Corresponding Source of the

work from the predecessor in interest, if the predecessor has it or can

get it with reasonable efforts.

You may not impose any further restrictions on the exercise of the rights

granted or affirmed under this License. For example, you may not impose a

license fee, royalty, or other charge for exercise of rights granted

under this License, and you may not initiate litigation (including a

cross-claim or counterclaim in a lawsuit) alleging that any patent claim

is infringed by making, using, selling, offering for sale, or importing

the Program or any portion of it.

11. Patents.

A “contributor” is a copyright holder who authorizes use under this

License of the Program or a work on which the Program is based. The work

thus licensed is called the contributor's “contributor version”.

A contributor's “essential patent claims” are all patent claims owned or

controlled by the contributor, whether already acquired or hereafter

acquired, that would be infringed by some manner, permitted by this

License, of making, using, or selling its contributor version, but do not

include claims that would be infringed only as a consequence of further

modification of the contributor version. For purposes of this definition,

“control” includes the right to grant patent sublicenses in a manner

consistent with the requirements of this License.

Each contributor grants you a non-exclusive, worldwide, royalty-free

patent license under the contributor's essential patent claims, to make,

use, sell, offer for sale, import and otherwise run, modify and propagate

the contents of its contributor version.

In the following three paragraphs, a “patent license” is any express

agreement or commitment, however denominated, not to enforce a patent

(such as an express permission to practice a patent or covenant not to

sue for patent infringement). To “grant” such a patent license to a party

means to make such an agreement or commitment not to enforce a patent

against the party.

If you convey a covered work, knowingly relying on a patent license, and

the Corresponding Source of the work is not available for anyone to copy,

free of charge and under the terms of this License, through a publicly

available network server or other readily accessible means, then you must

either (1) cause the Corresponding Source to be so available, or (2)

arrange to deprive yourself of the benefit of the patent license for this

particular work, or (3) arrange, in a manner consistent with the

requirements of this License, to extend the patent license to downstream

recipients. “Knowingly relying” means you have actual knowledge that, but

for the patent license, your conveying the covered work in a country, or

your recipient's use of the covered work in a country, would infringe

one or more identifiable patents in that country that you have reason

to believe are valid.

If, pursuant to or in connection with a single transaction or

arrangement, you convey, or propagate by procuring conveyance of, a

covered work, and grant a patent license to some of the parties receiving

the covered work authorizing them to use, propagate, modify or convey a

specific copy of the covered work, then the patent license you grant is

automatically extended to all recipients of the covered work and works

based on it.

A patent license is “discriminatory” if it does not include within the

scope of its coverage, prohibits the exercise of, or is conditioned on

the non-exercise of one or more of the rights that are specifically

granted under this License. You may not convey a covered work if you are

a party to an arrangement with a third party that is in the business of

distributing software, under which you make payment to the third party

based on the extent of your activity of conveying the work, and under

which the third party grants, to any of the parties who would receive the

covered work from you, a discriminatory patent license (a) in connection

with copies of the covered work conveyed by you (or copies made from

those copies), or (b) primarily for and in connection with specific

products or compilations that contain the covered work, unless you

entered into that arrangement, or that patent license was granted, prior

to 28 March 2007.

Nothing in this License shall be construed as excluding or limiting any

implied license or other defenses to infringement that may otherwise be

available to you under applicable patent law.

12. No Surrender of Others' Freedom.

If conditions are imposed on you (whether by court order, agreement or

otherwise) that contradict the conditions of this License, they do not

excuse you from the conditions of this License. If you cannot use,

propagate or convey a covered work so as to satisfy simultaneously your

obligations under this License and any other pertinent obligations, then

as a consequence you may not use, propagate or convey it at all. For

example, if you agree to terms that obligate you to collect a royalty for

further conveying from those to whom you convey the Program, the only way

you could satisfy both those terms and this License would be to refrain

entirely from conveying the Program.

13. Offering the Program as a Service.

If you make the functionality of the Program or a modified version

available to third parties as a service, you must make the Service Source

Code available via network download to everyone at no charge, under the

terms of this License. Making the functionality of the Program or

modified version available to third parties as a service includes,

without limitation, enabling third parties to interact with the

functionality of the Program or modified version remotely through a

computer network, offering a service the value of which entirely or

primarily derives from the value of the Program or modified version, or

offering a service that accomplishes for users the primary purpose of the

Program or modified version.

“Service Source Code” means the Corresponding Source for the Program or

the modified version, and the Corresponding Source for all programs that

you use to make the Program or modified version available as a service,

including, without limitation, management software, user interfaces,

application program interfaces, automation software, monitoring software,

backup software, storage software and hosting software, all such that a

user could run an instance of the service using the Service Source Code

you make available.

14. Revised Versions of this License.

MongoDB, Inc. may publish revised and/or new versions of the Server Side

Public License from time to time. Such new versions will be similar in

spirit to the present version, but may differ in detail to address new

problems or concerns.

Each version is given a distinguishing version number. If the Program

specifies that a certain numbered version of the Server Side Public

License “or any later version” applies to it, you have the option of

following the terms and conditions either of that numbered version or of

any later version published by MongoDB, Inc. If the Program does not

specify a version number of the Server Side Public License, you may

choose any version ever published by MongoDB, Inc.

If the Program specifies that a proxy can decide which future versions of

the Server Side Public License can be used, that proxy's public statement

of acceptance of a version permanently authorizes you to choose that

version for the Program.

Later license versions may give you additional or different permissions.

However, no additional obligations are imposed on any author or copyright

holder as a result of your choosing to follow a later version.

15. Disclaimer of Warranty.

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APPLICABLE LAW. EXCEPT WHEN OTHERWISE STATED IN WRITING THE COPYRIGHT

HOLDERS AND/OR OTHER PARTIES PROVIDE THE PROGRAM “AS IS” WITHOUT WARRANTY

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PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE PROGRAM

IS WITH YOU. SHOULD THE PROGRAM PROVE DEFECTIVE, YOU ASSUME THE COST OF

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16. Limitation of Liability.

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POSSIBILITY OF SUCH DAMAGES.

17. Interpretation of Sections 15 and 16.

If the disclaimer of warranty and limitation of liability provided above

cannot be given local legal effect according to their terms, reviewing

courts shall apply local law that most closely approximates an absolute

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warranty or assumption of liability accompanies a copy of the Program in

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You may not move, change, disable, or circumvent the license key functionality

in the software, and you may not remove or obscure any functionality in the

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If you modify the software, you must include in any modified copies of the

software prominent notices stating that you have modified the software.

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These terms do not imply any licenses other than those expressly granted in

these terms.

## Termination

If you use the software in violation of these terms, such use is not licensed,

and your licenses will automatically terminate. If the licensor provides you

with a notice of your violation, and you cease all violation of this license no

later than 30 days after you receive that notice, your licenses will be

reinstated retroactively. However, if you violate these terms after such

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to terminate automatically and permanently.

## No Liability

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condition, and the licensor will not be liable to you for any damages arising

out of these terms or the use or nature of the software, under any kind of

legal claim.\*

## Definitions

The \*\*licensor\*\* is the entity offering these terms, and the \*\*software\*\* is the

software the licensor makes available under these terms, including any portion

of it.

\*\*you\*\* refers to the individual or entity agreeing to these terms.

\*\*your company\*\* is any legal entity, sole proprietorship, or other kind of

organization that you work for, plus all organizations that have control over,

are under the control of, or are under common control with that

organization. \*\*control\*\* means ownership of substantially all the assets of an

entity, or the power to direct its management and policies by vote, contract, or

otherwise. Control can be direct or indirect.

\*\*your licenses\*\* are all the licenses granted to you for the software under

these terms.

\*\*use\*\* means anything you do with the software requiring one of your licenses.

\*\*trademark\*\* means trademarks, service marks, and similar rights.