

Marketplace End User Agreement for MongoDB Models

This Marketplace End User Agreement for MongoDB Models (the “**Agreement**”) forms an agreement between you and MongoDB, Inc. (“**MongoDB**”) and governs your use of the Models available on a third-party online marketplace operated by a Marketplace Provider. If you represent an organization, you represent and warrant that you are authorized to agree to this Agreement on behalf of your organization.

1. Definitions. The following terms have the following meanings:

“**Affiliate**” means an organization that controls, is controlled by, or is under common control with, a party, where “control” means direct or indirect ownership of more than 50% of the voting interests of the organization.

“**Confidential Information**” means information a party designates as confidential or reasonably considers as confidential. “Confidential Information” excludes information that is (a) or becomes publicly available without breach of this Agreement by the recipient, (b) received from a third party without a duty of confidentiality, (c) independently developed by the receiving party without breaching this Agreement, or (d) rightfully known or lawfully in the possession of the receiving party prior to disclosure from the other party.

“**Customer**”, “**you**” and “**your**” means the organization that uses the Models made available by the Marketplace Provider.

“**Customer Data**” means your Inputs and the resulting Outputs.

“Documentation” means the instructions, specifications and information regarding the Models made available to Customer via the Models’ listings on the applicable third-party online marketplace.

“Input” means any data or information that you or your end users send to or share with the Models for processing.

“Marketplace API” means the application programming interfaces or other means that the applicable Marketplace Provider makes available for customers to access and use the Models.

“Marketplace Provider” means an authorized third-party provider that operates an online marketplace through which customers may purchase the Models and other third-party products.

“Models” means MongoDB's embedding and reranking models.

“Output” means data generated by the Models.

2. Access to the Models.

MongoDB enables the Marketplace Provider to make the Models available to customers through the Marketplace API. You may access and use the Models via the Marketplace API in accordance with this Agreement. You may allow an Affiliate to access and use the Models via the Marketplace API as long as you are responsible for the Affiliate’s compliance with this Agreement. MongoDB does not have access to or process any Customer Data related to Customer’s use of the Models via the Marketplace API. MongoDB will not use Customer Data to train, retrain, or fine-tune the Models.

3. Your Responsibilities.

As a condition to your use of the Models, you will not, and will not allow any third party, to: (a) copy, modify, create derivative works of, decompile, disassemble, translate, reverse engineer, or attempt to derive source code, underlying algorithms, model weights, architecture, or trade secrets of the Models; (b) use the Models or any Output

to: (i) build or train a competing product; or (ii) benchmark or analyze the Models for competitive purposes; (c) sell, sublicense, market, or distribute the Models; (d) use the Models or Marketplace API in a manner that directly or indirectly circumvents or violates any security measures implemented by MongoDB; or (e) use the Models in any manner prohibited by applicable law or by MongoDB's Acceptable Use Policy located at <https://www.mongodb.com/legal/acceptable-use-policy>. You are responsible for all access to and use of the Models via your marketplace account, regardless of whether undertaken by you, your employees or a third party. You agree that MongoDB is not responsible for any other products or services made available to you by the Marketplace Provider, or for any access to or processing of Customer Data by that Marketplace Provider.

4. Payment.

You will pay the applicable Marketplace Provider all applicable fees and taxes related to your use of the Models.

5. Intellectual Property.

(a) **Customer Data.** You own your Customer Data. Your Outputs may be similar or identical to Outputs generated for other customers. You are responsible for evaluating Outputs for accuracy and appropriateness and using Outputs in compliance with all applicable laws and third-party rights.

(b) **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 Models or otherwise, but if you do, we may use and modify this feedback without any restriction or payment.

6. Confidentiality.

This Agreement supersedes any applicable non-disclosure agreement between the parties with respect to your use of the Models. The receiving party will use the

disclosing party's Confidential Information only in connection with this Agreement and protect the disclosing party's Confidential Information by using the same degree of care used to protect its own similar confidential information, but not less than a reasonable degree of care. The receiving party will limit disclosure of the disclosing party's Confidential Information to its and its Affiliates' directors, officers, agents, representatives, employees and contractors who are bound to confidentiality obligations at least as protective as the confidentiality provisions in this Agreement and who have a need to know the Confidential Information. The receiving party will not disclose the disclosing party's Confidential Information to any other third party without the disclosing party's consent, except where required to comply with applicable law or a legal order or process, provided that the receiving party will, if legally permitted, promptly notify the disclosing party. Each party will return or destroy the other party's Confidential Information upon written request from the other party.

7. Warranty.

MongoDB represents and warrants that the Models will perform substantially in accordance with the Documentation. Except as stated in this Section, we provide the Models and all Outputs on an "AS IS". To the fullest extent permitted by law, MongoDB disclaims and this Agreement excludes any implied or statutory warranty, including any warranty of title, non-infringement, merchantability or fitness for a particular purpose.

8. Limitation of Liability.

MongoDB will not be liable for any indirect, incidental or consequential damages, including lost profits or business opportunities, or any special or punitive damages. MongoDB's aggregate liability under this Agreement will not exceed the amount paid by Customer for the Models in the 12 months preceding the claim.

9. Indemnification.

(a) **Customer Indemnification.** If a third party asserts a claim against MongoDB or its Affiliates alleging that your use of the Models in combination with your data or other applications, content or processes infringes a third party's intellectual property right (a

“Claim Against Us”), Customer will defend MongoDB and its Affiliates against the Claim Against Us at Customer’s expense and indemnify MongoDB and its Affiliates from any damages, reasonable legal fees and costs finally awarded against MongoDB or its Affiliates to the extent resulting from the Claim Against Us or for amounts paid by MongoDB or its Affiliates to settle the Claim Against Us.

(b) **MongoDB Indemnification.** If a third party asserts a claim against Customer that the Models or unmodified Outputs infringe a third party’s intellectual property right (a **“Claim Against You”**), MongoDB will defend Customer against the Claim Against You at MongoDB’s expense and indemnify Customer from any damages, reasonable legal fees and costs finally awarded against Customer to the extent resulting from the Claim Against You or for amounts paid by Customer to settle the Claim Against You. MongoDB will not be obligated to defend or indemnify Customer if the Claim Against You is based on any breach of this Agreement by Customer or is based on your Inputs or your modification or combination of your Outputs with other data, services or applications.

(c) **Infringement Remedies.** In addition to MongoDB’s indemnity obligations, if the Models become, or in MongoDB’s opinion are likely to become, the subject of an infringement claim, MongoDB may at its option and expense and as Customer’s sole and exclusive remedy: (i) procure for Customer the right to make continued use of the Models; (ii) replace or modify the Models so that they become non-infringing; or (iii) terminate the Agreement.

(d) **Indemnification Procedures.** Each party will provide the other with prompt notice of any claim. The indemnified party’s failure to provide prompt notice to the indemnifying party relieves the indemnifying party of its obligation to defend and indemnify the indemnified party only to the extent that the failure to provide notice materially harms the indemnifying party’s ability to defend the claim. The indemnifying party will have sole control of the defense of the claim, including any settlement. The indemnified party will provide the indemnifying party with reasonable cooperation in connection with the defense of the claim, and may participate in the defense at its own expense. This Section 9 sets forth each party’s exclusive remedy for any third party infringement claim.

10. Term and Termination.

The term of this Agreement commences when you use any Models via the Marketplace API and will remain in effect until terminated in accordance with this Agreement or when the Marketplace Provider stops making the Models available to Customer, whichever is earlier. Either party may terminate this Agreement for any reason on 30 days' advance notice. We may terminate this Agreement immediately if: (a) you are in breach of the Agreement and the breach is not curable; (b) you fail to cure a material breach of this Agreement within 14 days after receipt of written notice of the breach; or (d) you have ceased 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. 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. Provisions intended by their nature to survive termination of this Agreement survive termination.

11. General.

(a) General. We and you are independent contractors, and neither party, nor any of their respective Affiliates, is an agent of the other for any purpose or has the authority to bind the other. This 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 portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect.

(b) Entire Agreement. This Agreement 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 sending a message to the email address associated with your marketplace account. Customer will deliver notices by email to legal@mongodb.com.

(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 the 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 applicable Marketplace Provider's listing for the Models or by otherwise notifying you by email. The amended Agreement becomes effective upon posting on the applicable Marketplace Provider's listing for the Models or as stated in our email notice message. By continuing to use the Models after the effective date of any amendment to this Agreement, you agree to be bound by the amended Agreement.