

November 13, 2023

Neo4j, Inc.  
400 Concar Dr.  
San Mateo, CA 94402, USA  
Attention: Legal Department

Re: Neo4J Cease and Desist

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- \* Free Software Foundation (USPTO 87909237, EUIPO 003120334);
- \* GNU (USPTO 85380218)

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We are referring to the README file[1] distributed by Neo4j releases 3.4.0-3.5.3. Among other issues, it clearly states in the "Extending" section that the software is available under the GNU AGPLv3. However, you then inappropriately use our marks in the "Licensing" section, where it states that some of the modules of Neo4j Enterprise are "licensed under AGPLv3 with the Commons Clause." You are not authorized to use any of our marks including "GNU," "AGPL," and "Affero General Public License," or any other variation of those marks in connection with any licenses other than to refer to the unmodified licenses as published by us. You are also not permitted to make unauthorized derivative works of the GNU AGPLv3 by adding additional text to the license as was done in LICENSE.txt accompanying aforementioned releases.

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The conditions on which we authorize the creation of derivative works of our licenses are stated in our FAQ[3]. Our FAQ clearly outlines the steps required, including removing specific sections of the license text and removing any references to our marks. These conditions avoid confusing uses of the GNU AGPLv3 and the FSF's trademarks included in it.

We hope to cooperate to resolve this matter amicably. Neo4j software mentioned above is publicly available on Github as of this writing and also advertised by Neo4j, Inc. [4][5] (the latter not mentioning 3.4 release). If Neo4j, Inc. is currently making any other unauthorized use of any of FSF's copyrights or trademark rights related to the GNU AGPLv3, the above requests apply to such other copies and uses as well. Please confirm in writing within 14 days from the receipt of this letter that you have taken steps to remedy this situation.

Sincerely,



Zoë Kooyman,  
Executive Director  
Free Software Supporter

[1] README.asciidoc available at <https://github.com/neo4j/neo4j/tree/3.4#readme> and related tagged releases

[2] "Can I modify the GPL and make a modified license?" available at <https://www.gnu.org/licenses/gpl-faq.html#ModifyGPL>

[3] "I'd like to license my code under the GPL, but I'd also like to make it clear that it can't be used for military and/or commercial uses. Can I do this?" available at <https://www.gnu.org/licenses/gpl-faq.html#NoMilitary>

[4] "Neo4j Debian Packages" available at <https://debian.neo4j.com/>

[5] "Neo4j RPM Packages" available at <https://yum.neo4j.com/>