

PLEASE READ THESE TERMS CAREFULLY TO ENSURE YOUR UNDERSTANDING OF EACH PROVISION. THE AGREEMENT CONTAINS A MANDATORY INDIVIDUAL ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

0. Table of contents

Section	Description
1. Definitions	Definitions of specific terms used on this page
2. Account terms	Your responsibilities to use Sourcegraph
3. Proprietary rights and licenses	Your rights and ours when you use Sourcegraph
4. Usage data	Data we collect on Sourcegraph
5. Privacy and security	Our policies for protecting your data
6. Confidentiality	The parties' respective confidentiality obligations
7. Term; termination	When and how your account can be terminated

8. Fees	Rules for payment for paid features
9. Copyright infringement and DMCA policy	How we handle IP infringement
10. Warranties; disclaimer	Our warranties about Sourcegraph
11. Limitation of liability	Our liabilities are limited
12. Indemnification	The parties' respective indemnification obligations
13. Location of the Services; export controls	Usage restrictions in embargoed locations
14. Governing law; arbitration; and class action/jury trial waiver	Where and how disputes would be handled
15. Miscellaneous	Miscellaneous topics

1. Definitions

As used on this page, the following terms have the following specific meanings:

1.1 “Account” means the account you've created via the Site in order to use the Services.

1.2 “Agreement” means, collectively, the terms and conditions laid out on this page (these “Terms”), along with any order for Services (“Order Form”) and all other applicable rules,

policies, and procedures that we may publish from time to time on the Site, including but not limited to our [Privacy Policy](#).

1.3 “Content” means any content displayed on the Site or made available through the Services, including but not limited to text (including Documentation), data (including Code Data), articles, images, photographs, videos, applications, software (including source code), and other materials, as well as the Services themselves (with respect to us).

1.4 “Documentation” means the documentation regarding the Services that we make available for use at <https://docs.sourcegraph.com>.

1.5 “Code” means source code that we analyze in order to provide you Code Data via the Services.

1.6 “Code Data” means the results of our analysis of Code, which we may provide to you from time to time via the Services.

1.7 “Services” means, collectively, the applications, software, products, and services provided by us on or for use exclusively in connection with the Site, including but not limited to our browser and editor extensions (to the extent exclusively connected to the Site and not a self-hosted instance).

1.8 “Site” means our website located at sourcegraph.com, and all content, services, and products provided by us at or through the Site (or any subdomain or successor site).

1.9 “Sourcegraph”, “we”, or “us” refers to Sourcegraph, Inc., as well as its affiliates and subsidiaries.

1.10 “Usage Data” includes usage and operations data in connection with your use of the Services.

1.11 “User Content” means your Content that you upload into the Services, such as profile information, proprietary Code, comments, and reviews, but does not include any open source Code (as defined by the Open Source Initiative at <https://opensource.org/osd>).

1.12 “You” refers to the individual person, company, or organization that is using the Site or Services, that accesses an Account, or that directs the use of the Account. If you’re entering into the Agreement on behalf of your company or organization including its affiliates and subsidiaries (your “Organization”), then (i) your acceptance of this Agreement binds that Organization, (ii) you represent and warrant that you’re authorized to bind that Organization to the Agreement, and (iii) references to “you” will mean you and that Organization.

2. Account terms

Short version: You are responsible for your account and its security, as well as everything posted on it. You must be 18 or over to use our services.

2.1 Account Responsibility and Security.

- Generally. If you're entering into the Agreement on behalf of your Organization, your Organization has administrative control of all Accounts tied to the Organization. Only you may use your Account, and a single Account may not be shared by multiple people. You are, or your Organization is, fully responsible for your Account and all Content posted under it.
- Age Limitation. In order to create an Account or use our Services, you must be at least eighteen (18) years old and, in any event, we do not permit any users under thirteen (13) years old to use our Services for any purpose. If we discover that an Account is being used by a user under thirteen (13) years old, we will terminate that Account immediately without notice to you.
- Security. You're responsible for the security of your Account when using our Services. While we may offer tools to help you maintain your Account's security, these are not guaranteed to work. Accordingly:
 - (i) you're responsible for all Content posted under your Account (even if you didn't post it);
 - (ii) you're responsible for maintaining the security of your Account and password and we have no liability of any kind for any loss or damage from your failure to secure them; and
 - (iii) you must notify us immediately on becoming aware of any unauthorized use of or access to the Services through your Account.

2.2 Required Information. In order to register for an Account, you must provide all of the information we request during the onboarding process. We may use that information in accordance with our [Privacy Policy](#).

3. Proprietary rights and licenses

Short version: You're allowed to use the services for any reasonable purpose (e.g. don't use it to host illegal content). Because the services are made available on a hosted basis, we – like most sites – will collect data about your use of the services (e.g., click rates and other metadata) and can use it to run our business. If you give us a great idea about how to improve our services, we can use it.

3.1 License from Us to You.

- **Grant.** Subject to the terms and conditions of the Agreement, we hereby grant to you a limited, revocable, non-transferable, non-sublicensable (except, with respect to Organizations, to your employees and contractors performing services for you or on your behalf) license to access and use the Services in order to review Code Data in the manner contemplated by the Agreement and the Documentation, solely for your internal business purposes. You may only use the Documentation to support your use of the Services. All rights in the Services and Code Data not expressly granted herein are hereby reserved by us.
- **Restrictions.** You may not, and may not permit any third-party to redistribute, encumber, sell, rent, lease, sublicense, or otherwise transfer rights to all or any part of the Services or Code Data without our prior written approval. Your use of the Site and Services must not violate any applicable laws, including copyright or trademark laws, export control or sanctions laws, or other laws in your jurisdiction. You are responsible for making sure that your use of the Site and Services complies with laws and any applicable regulations.
- **No Sensitive Data.** You acknowledge and agree that, (i) the Services are not designed to store Sensitive Data (as defined below), and (ii) you will not use the Services to store Sensitive Data. “Sensitive Data” means: (i) special categories of data enumerated in European Union Regulation 2016/679, Article 9(1) or any successor legislation; (ii) protected health information as defined in HIPAA; (iii) payment cardholder information or financial account information, including bank account numbers or other personally identifiable financial information; (iv) social security numbers, driver’s license numbers, or other government identification numbers; (v) private encryption keys, passwords, or other credentials; (vi) other information subject to regulation or protection under specific laws such as the Children’s Online Privacy Protection Act or Gramm-Leach-Bliley Act (“GLBA”) or related rules or regulations; or (vii) any data similar to the above protected under applicable laws. You acknowledge that the Services and related features are not intended to meet any legal obligations for these uses, including HIPAA and GLBA requirements and that we are not a Business Associate as defined under HIPAA. Therefore, notwithstanding anything else in this Agreement, we have no liability for Sensitive Data processed in connection with your use of the Services.

3.2 User Content License from You to Us.

- **User Content.** Some areas of the Services allow users to add User Content.

- **Ownership, Responsibilities and Representations.** You retain all ownership of and responsibility for your User Content, including obtaining all necessary permissions to provide and make your User Content, including Code, accessible to the Services. You represent that you have the right to add your User Content.
- **Grant.** You grant to Sourcegraph a royalty-free, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to your User Content for the limited purposes of: (i) providing and improving the Services; (ii) protecting the Services to prevent abuse; and (iii) tailoring the Services to you. We do not use any User Content in private repositories to market the Services.
- **Private Repositories.** If you add User Content to a private repository, we consider the contents of private repositories to be confidential to you. Our personnel may only access the content of your private repositories in the situations described in our Privacy Policy. In addition, you may enable additional access to your private repositories to use certain services or features. If we are compelled by law to disclose the contents of your private repositories, we will provide notice regarding our access to private repository content to the extent permitted by law.
- **Public Repositories.** If you add any User Content publicly or set your Account to allow your User Content to be viewed publicly, other users may view and interact with your User Content. We have the right to remove any User Content that violates the Agreement, Documentation, or applicable laws.

3.3 Ownership of the Services. The Services are owned and operated by Sourcegraph. All Content made available via the Services is owned by us or our licensors (including you, with respect to User Content) and is protected by intellectual property and other applicable laws. All of our trademarks, service marks, and trade names are proprietary to us or our affiliates.

3.4 Ideas. You may submit comments or ideas about the Services, such as how to improve it. By submitting a comment or idea, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place us under any fiduciary or other obligation, and that we are free to use the comment or idea without any additional compensation to you. By acceptance of your submission, we do not waive any rights to use similar ideas we already had or obtained from other sources.

3.5 Third Party Components. Portions of the Services are governed by underlying open source and other third party licenses (“Third Party Components”). This Agreement is not intended to limit your rights under the terms of an open source or other third party license.

3.6 Third Party Applications. Some users choose to enable or download any third-party applications, containers, images, integrations, services or extensions to enhance their use of the Services (“Third-Party Applications”). Your use of any Third-Party Applications is solely between you and the applicable third-party.

3.7 Beta Services. We may make beta and experimental products, features, and Documentation available to you on an early access basis (“Beta Services”). Beta Services are not generally available and may contain bugs, defects, and errors. We provide Beta Services “as is,” without warranties or indemnity from us, and may discontinue the Beta Services at any time. Our service level agreements and security terms do not apply to Beta Services. If and when the Beta Services become generally available, you will have the option to pay for the software or discontinue its use. We may use your feedback about Beta Services.

3.8 Trials. We provide all Services offered on a trial or proof of concept (“POC”) basis as stated in an Order Form or web portal sign-up “as is” and without warranties or indemnity from us. When you sign up for a trial through our web portal sign-up, we generate an instance with a URL in the format of Organization.sourcegraph.com based on the email domain you enter.

4. Usage data

Short version: We have the right to collect usage data from Sourcegraph, as described in our [Privacy Policy](#) and specifically listed in our [product documentation] (<https://docs.sourcegraph.com>).

We may collect Usage Data derived from your use of the Services to develop, improve, support, and operate our products. If we share or publicly disclose any information constituting or derived from Usage Data, we will aggregate or anonymize that information such that no personal data can be identified.

5. Privacy and security

Short version: Our privacy policy tells you what you need to know about how we use any personal information you provide to us. The internet is a dangerous place and, while we’ve instituted safeguards to protect your information, you understand that data breaches happen and we can’t guarantee perfect security.

User privacy is important to us. Please read our [Privacy Policy](#) carefully for details relating to how we collect, use, and disclose personal information you provide to us.

We have implemented commercially reasonable technical and organizational measures designed to secure information you provide us from accidental loss and from unauthorized

access, use, alteration or disclosure in accordance with our [Security Exhibit](#) for generally available products available in paid subscriptions. However, we cannot guarantee that unauthorized third parties will never be able to defeat those measures or use your information for improper purposes. You understand that internet technologies have the inherent potential for disclosure. You acknowledge that you provide any sensitive information to us at your own risk.

If you are an Organization established in the European Economic Area, the United Kingdom or Switzerland, or otherwise obliged to comply with the General Data Protection Regulation, we will process any information relating to identified or identifiable natural persons in accordance with our [Data Processing Addendum](#), which will be incorporated by reference into the terms of this Agreement. If incorporated, the DPA represents the complete agreement between the Parties as to Sourcegraph's processing of Personal Information and controls to the extent there may be a conflict between the DPA and any other document (including this Agreement or the Documentation).

6. Confidentiality

Short version: We will each protect the other party's confidential information.

6.1 Definition. "Confidential Information" means all non-public information disclosed by us to you, or vice-versa, that is designated by the discloser as confidential or that reasonably should be considered confidential given the nature of the information or circumstances of its disclosure.

6.2 Exclusions. Confidential Information does not include any information that

- was or becomes publicly known through no fault of the receiving party;
- was rightfully known or becomes rightfully known to the receiving party without confidential restriction from a third-party that has a right to disclose it;
- is approved by the disclosing party for disclosure without restriction in a written document or electronic record; or
- the receiving party independently develops without access to or use of the other party's Confidential Information.

6.3 Restrictions on Use and Disclosure. Neither party will use the other party's Confidential Information except as permitted under this Agreement. Each party agrees to maintain in confidence and protect the other party's Confidential Information using at least the same degree of care as it uses for its own information of a similar nature, but in any event at least a reasonable degree of care. Each party agrees to take all reasonable precautions to prevent any unauthorized disclosure of the other party's Confidential Information, including, without

limitation, disclosing such Confidential Information only to its employees, independent contractors, consultants, and legal and financial advisors (collectively, “Representatives”) who (i) have a need to know such information, and (ii) are subject to confidentiality obligations at least as protective of the Confidential Information as the terms of this Agreement. Each party is responsible for all acts and omissions of its Representatives. The foregoing obligations will not restrict either party from disclosing Confidential Information of the other party if required by any governmental body, so long as, to the extent allowed under applicable law, the party required to make the disclosure gives reasonable notice to the other party to enable it to contest the requirement. The restrictions set forth in this Section will survive the termination or expiration of this Agreement. The terms of this Section 6 supersede any non-disclosure or confidentiality agreement entered into by the parties prior to the effective date of this Agreement.

7. Term; termination

Short version: We offer committed terms for paid subscriptions and termination for convenience for unpaid subscriptions.

7.1 Subscription Period. Unless otherwise stated in an Order Form, this Agreement starts on the earlier of the date on which you: (a) agree to the terms and conditions of this Agreement; or (b) first register for an Account and will continue in effect until either you or we terminate it (the “Subscription Period” or “Term”). Unless otherwise stated in an Order Form, your subscription will automatically renew for one (1) year terms at the then-current fees and your credit card account (or other payment method account) will be charged without further authorization from you, absent sixty (60) day written notice of non-renewal prior to the end of your current subscription term.

7.2 Termination for Breach. If a party fails to cure a material breach of the Agreement within thirty (30) days after receiving written notice of breach, the other party may then terminate the Agreement within the following thirty (30) days. We will refund you any prepaid, unused fees.

7.3 Termination for Convenience. Either party may terminate a free subscription for any reason or for no reason.

7.4 Effect of Termination; Survival. Upon termination of this Agreement, you may no longer use the Services, and if any fees were owed prior to termination, you must pay those fees immediately. Any provisions of this Agreement that, by their terms or their nature, should survive the termination of this Agreement shall so survive. For purposes of clarity, your right

to use the Services will not survive any termination of this Agreement. Following termination of this Agreement, Sourcegraph will remove your Content from the Services.

8. Fees

Short version: You're responsible for any fees associated with your use of Sourcegraph. Your subscription will automatically renew, unless an Order Form states otherwise.

8.1 Pricing. You are responsible for paying any applicable fees as set forth on our [Pricing and Payment Terms](#) or in an Order Form and applicable taxes associated with the Services in a timely manner with a valid payment method. Unless otherwise stated in an Order Form, you will pay all invoices within thirty (30) days of receipt. You agree that we may charge for any such fees owed. You are required to keep your billing information current.

8.2 Term. Authorization to charge your chosen payment method account will remain in effect until you cancel or modify your preference. You agree that charges may be accumulated as incurred and may be submitted as one or more aggregate charges during or at the end of the applicable billing cycle.

8.3 Responsibility for Changes. You are responsible for all charges incurred by usage of your Instance (whether made by you or anyone who may use your Instance, such as your co-workers, colleagues, team-members, etc.). If your payment method fails or you are past due on amounts owed, we may collect fees owed using other collection mechanisms and suspend your license until payment is made. You are also responsible for paying any governmental taxes imposed on your use of the Software, including, but not limited to, sales, use, or value-added taxes.

8.4 No Refunds. All fees and charges are earned upon receipt by us and are nonrefundable unless negotiated otherwise, except (a) as expressly set forth herein, and/or (b) as required by applicable law.

9. Copyright infringement and DMCA policy

Short version: If you think we (or a user of the services) is infringing your copyrights, let us know and we'll handle it in compliance with law.

We respect the intellectual property of others and ask that you do too. We reserve the right to delete or disable content alleged to be infringing and terminate accounts of repeat infringers. If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible via the Services, please notify our copyright agent as set forth

in the DMCA. For your complaint to be valid under the DMCA, you must provide the following information in writing:

- An electronic or physical signature of a person authorized to act on behalf of the copyright owner;
- Identification of the copyrighted work that you claim has been infringed;
- Identification of the material that is claimed to be infringing and where it is located on the Service;
- Information reasonably sufficient to permit us to contact you, such as your address, telephone number, and, e-mail address;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law; and
- A statement, made under penalty of perjury, that the above information is accurate, and that you are the copyright owner or are authorized to act on behalf of the owner.

The above information must be submitted to the following DMCA Agent:

Attn: DMCA Notice

Sourcegraph Inc.

Address: 548 Market St PMB 20739, San Francisco, CA 94104-5401

Tel. (650) 273-5591

Email: legal@sourcegraph.com

UNDER FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY AND CIVIL PENALTIES, INCLUDING MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS' FEES.

Please note that this procedure is exclusively for notifying us that your copyrighted material has been infringed. The preceding requirements are intended to comply with our rights and obligations under the DMCA, including 17 U.S.C. §512(c), but do not constitute legal advice. It may be advisable to contact an attorney regarding your rights and obligations under the DMCA and other applicable laws.

In accordance with the DMCA and other applicable law, we have adopted a policy of terminating, in appropriate circumstances, users who are deemed to be repeat infringers. We may also at our sole discretion limit access to the Services and/or terminate the Accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

10. Warranties; disclaimer

Short version: Other than the warranties explicitly described in this Section, the Services and Code Data are provided “as is” with no guarantees of any kind (unless applicable law provides you additional mandatory rights). Please read this section carefully.

We warrant that (1) the Services will perform materially in accordance with the applicable Documentation when accessed and used as recommended in the Documentation and in accordance with the Agreement and (2) to the best of our knowledge, the Services are free from, and we will not knowingly introduce, software viruses, worms, Trojan horses or other code, files, scripts, or agents intended to do harm. These warranties only apply with respect to Software operated in accordance with the Agreement and Documentation. Your sole and exclusive remedy for breach of the warranties in this section is set forth in Section 7.2.

OTHER THAN THE WARRANTIES EXPLICITLY SET FORTH IN THIS SECTION 11, THE SERVICES AND CODE DATA, AND ANY OTHER SOFTWARE, APPLICATIONS, PRODUCTS, AND SERVICES MADE AVAILABLE ON OR IN CONNECTION WITH THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR OTHERWISE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, SOURCEGRAPH DISCLAIMS, ON BEHALF OF ITSELF AND ITS LICENSORS, ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. FURTHER, WE DO NOT WARRANT THAT THE SERVICES OR CODE DATA OR ANY PART THEREOF (OR YOUR ACCESS THERETO) WILL BE UNINTERRUPTED OR ERROR-FREE, WILL MEET YOUR REQUIREMENTS, OR THAT DEFECTS WILL BE CORRECTED.

CERTAIN JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS AS PROVIDED BY LAW.

11. Limitation of liability

Short version: Our liability is limited to direct damages wherever possible, and to no more than \$100 or the amount you paid us for access to the services. Please read this section carefully.

EACH PARTY WILL BE LIABLE TO THE OTHER PARTY FOR DIRECT DAMAGES ONLY. THE FOLLOWING TYPES OF DAMAGES WILL BE EXCLUDED: INDIRECT DAMAGES, CONSEQUENTIAL

DAMAGES, SPECIAL DAMAGES, PUNITIVE DAMAGES, LOST PROFITS, LOST REPUTATION, AND COST OF REPLACEMENT SERVICES.

EXCEPT FOR EXCLUDED CATEGORIES, GROSS NEGLIGENCE AND WILLFUL MISCONDUCT, OR WHERE PROHIBITED BY LAW OR FEES OWED EXCEED THE BELOW LIMIT, NEITHER PARTY'S TOTAL LIABILITY TO THE OTHER (AGGREGATED ACROSS ALL CLAIMS) WILL EXCEED YOUR ANNUAL LICENSE FEE IN THE SUBSCRIPTION YEAR IN WHICH THE UNDERLYING CLAIM AROSE OR ONE HUNDRED DOLLARS (\$100), WHICHEVER IS GREATER. EXCLUDED CATEGORIES ARE IN THE FOLLOWING CATEGORIES FOR PAID SUBSCRIPTIONS: IP INDEMNIFICATION AS DESCRIBED IN SECTION 12.2.

12. Indemnification

Short version: Each of us agrees to defend the other against third-party lawsuits that result from matters under our respective responsibility.

12.1 By You. You agree to defend us from and against any third-party claims, proceedings, demands, and investigations and indemnify us for damages, attorney's fees, and costs arising from Your Code or Content, your use of the Services in violation of the Agreement including any data or work transmitted or received by you, your violation of the Agreement or applicable laws, your infringement of any third-party intellectual property or other right of any person or entity, or any other party's access and use of the Services with your unique username, password, or other appropriate security code.

12.2 By Sourcegraph. We agree to defend you from and against any third-party claims, proceedings, demands, and investigations and indemnify you for damages, attorney's fees, and costs arising from your use of the Services or Documentation in accordance with this Agreement that infringes or misappropriates such third-party's intellectual property rights, provided that (i) your use conforms with the Agreement and Documentation and does not arise from a violation of your obligations under this Agreement, and (ii) the claim does not arise from Your Code or Content or any modification, combination, or development of the Services not performed by us.

12.3 Procedure. Each party must give the other prompt written notice of any defense or indemnity sought and reasonable cooperation in the defense. The defending party will have sole control of the defense and settlement, provided that neither party may enter into a settlement placing any material obligation of any kind, including any admission of liability or payment of any amount, on the other party without the other party's prior written approval, not to be unreasonably withheld, conditioned, or delayed.

13. Location of the Services; export controls

Short version: The services are located in the US (where we're located). Don't use them if you're located in an embargoed country.

13.1 Location of the Services. The Services are controlled and operated from our facilities in the United States. We make no representations that the Services is appropriate or available for use in other locations. Those who access or use the Services from other jurisdictions do so at their own volition and are entirely responsible for compliance with local law, including but not limited to export and import regulations. You may not use the Services if you are a resident of a country embargoed by the United States, or are a foreign person or entity blocked or denied by the United States government. Unless otherwise explicitly stated, all materials found on the Services are solely directed to individuals, companies, or other entities located in the U.S. By using the Services, you are consenting to have your personal data transferred to and processed in the United States.

13.2 Export Controls. The Services and the underlying information and technology may not be downloaded or otherwise exported or re-exported (a) into (or to a national or resident of) any country to which the U.S. has embargoed goods; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or using the Services, you are agreeing to the foregoing and you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list and you agree to comply with all export laws and other applicable laws.

14. Governing law; arbitration; and class action/jury trial waiver

Short version: If you're based in California like we are, the agreement is governed by California law, and all disputes must be brought there; otherwise, the Agreement is governed by New York law and disputes must be brought in New York. If you have a claim against us, you'll work with us to arbitrate it on an individual basis instead of via class action or jury trial.

14.1 Governing Law. The Agreement will be interpreted according to the laws of the jurisdiction stated below ("Governing Jurisdiction"). Notwithstanding the applicable Governing Jurisdiction, any arbitration conducted pursuant to the terms of these Terms shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16). The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. You agree to submit to the personal jurisdiction of the federal and state courts located in the

forum stated below (“Forum”) for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a our copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, as set forth in the Arbitration provision below, including any provisional relief required to prevent irreparable harm. You agree that the Forum stated below is the proper forum for any appeals of an arbitration award or for trial court proceedings if the arbitration provision below is found to be unenforceable.

If you are headquartered in California:	Governing Law: California, USA	Forum: San Francisco, California, USA
If you are headquartered outside of California:	Governing Law: New York, USA	Forum: New York, New York, USA

14.2 Arbitration. Read this section carefully because it requires the parties to arbitrate their disputes and limits the manner in which you can seek relief from us. For any dispute with us, you agree to first contact us at support@sourcegraph.com and attempt to resolve the dispute with us informally. In the unlikely event that we have not been able to resolve a dispute it has with you after sixty (60) days, we each agree to resolve any claim, dispute, or controversy (excluding any claims for injunctive or other equitable relief as provided below) arising out of or in connection with or relating to the Agreement, or the breach or alleged breach thereof, by binding arbitration by JAMS, under the Optional Expedited Arbitration Procedures then in effect for JAMS, except as provided herein. JAMS may be contacted at www.jamsadr.com. The arbitration will be conducted in Santa Clara County, California, unless we agree otherwise. If you are using the Services for commercial purposes, each party will be responsible for paying any JAMS filing, administrative and arbitrator fees in accordance with JAMS rules, and the award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this section shall be deemed as preventing us from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of our data security, intellectual property or other proprietary rights.

14.3 Class Action/Jury Trial Waiver. WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE OBTAINED OR USED THE SERVICES FOR PERSONAL, COMMERCIAL OR OTHER PURPOSES, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THE AGREEMENT, WE ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.

15. Miscellaneous

15.1 Notices and Electronic Communications. We may provide you with (and you hereby consent to our provision of) notices, including those regarding changes to our terms and conditions, by email, regular mail, or postings on the Services. Notice will be deemed given twenty-four hours after email is sent, unless we're notified that the email address is invalid. Alternatively, we may give you legal notice by mail to a postal address, if provided by you through the Services. In such case, notice will be deemed given three days after the date of mailing. Notice posted on the Services is deemed given five (5) days following the initial posting. We reserve the right to determine the form and means of providing notifications to our users, provided that you may opt out of certain means of notification as described in the Agreement. We are not responsible for any automatic filtering you or your network provider may apply to email notifications we send to the email address you provide us.

15.2 Updates and Modifications. If you have signed an Order Form with us, the terms in effect as of your Order Date will apply to your Term. For all users who have not signed an Order Form, we may, in our sole discretion, modify or update these Terms from time to time. When we change the Agreement (or any part thereof, including these Terms) in a material manner, we will update the 'last modified' date at the top of this page and notify you that material changes have been made to the Agreement. Your continued use of the Services after any such change constitutes your acceptance of the new Terms of Service. If you have purchased a subscription to use the Services, any change to these Terms will be effective with respect to such Services upon the renewal of your subscription, unless otherwise stated in an Order Form.

15.3 U.S. Government End Users. The Services were developed by private financing and constitute a "Commercial Item," as that term is defined at 48 C.F.R. § 2.101. The Services and

Documentation consist of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. § 12.212. Consistent with 48 C.F.R. § 12.212 and 48 C.F.R. §§ 227.7202-1 through 227.7202-4, all U.S. Government End Users acquire only those rights in the Services and the documentation that are specifically provided by this Agreement. Consistent with 48 C.F.R. § 12.211, all U.S. Government End Users acquire only technical data and the rights in that data customarily as specifically provided in this Agreement.

15.4 Waiver. A party's failure to exercise or enforce any right or provision of the Agreement will not constitute a waiver of such right or provision. Any waiver of any provision of the Agreement will be effective only if in writing and signed by the waiving party.

15.5 Severability. If any provision of the Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision will be limited or eliminated from the Agreement to the minimum extent necessary and will not affect the validity and enforceability of any remaining provisions; except that in the event of unenforceability of the universal Class Action/Jury Trial Waiver, the entire arbitration agreement shall be unenforceable.

15.6 Assignment. The Agreement and any rights and licenses granted hereunder, may not be transferred or assigned by either party without written consent, except in connection with a merger, acquisition, reorganization, or sale of substantially all assets.

15.7 Survival. Upon termination of the Agreement, any provision which, by its nature or express terms should survive, shall survive such termination or expiration.

15.8 Headings. The heading references herein are for convenience only, do not constitute a part of the Agreement, and will not be deemed to limit or affect any of the provisions hereof.

15.9 Marketing and Publicity. Unless otherwise stated in an Order Form, if you are an Organization, we may use your name and logo to identify you as a customer and use product testimonials and quotes your representatives may provide us.

15.10 Entire Agreement. This, including the agreements incorporated by reference, constitutes the entire agreement between you and us relating to the subject matter herein and will not be modified except in writing, signed by both parties, or by a change made by us as set forth in the Agreement.

15.11 Claims. To the extent permissible under applicable law, you and we agree that any cause of action you may have arising out of or related to the Services or Code Data must commence within one (1) year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

15.12 Disclosures. The Services are offered by Sourcegraph, Inc., located at 548 Market St PMB 20739, San Francisco, CA 94104-5401, and can be reached via email at support@sourcegraph.com or telephone at (650) 273-5591. If you are a California resident, (a) you may have this same information emailed to you by sending a letter to the foregoing address with your email address and a request for this information; and (b) in accordance with Cal. Civ. Code § 1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210 or (916) 445-1254.