

Terms of Service for Sourcegraph

Last modified: January 29, 2025

Thank you for using Sourcegraph! This page lays out the basic terms and conditions that apply to your use of Sourcegraph.

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.

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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](#).

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1.3 **"Documentation"** means the documentation regarding the Services that we make available for use at <https://docs.sourcegraph.com>.

1.4 **"Code"** means source code that we analyze in order to provide you Code Data via the Services.

1.5 **"Code Data"** means the results of our analysis of Code, which we may provide to you from time to time via the Services.

1.6 **"Context"** means Code, User Content, or other information that You provide Us access to in order to provide You the Services.

1.7 **"License Type"** means the type of license you are using to access Sourcegraph. The two categories of license are "Enterprise License," which is a subscription purchased with an Order Form, and "Self-Serve License," which encompasses Free, Pro, and Enterprise Starter licenses that are purchased or accessed by You directly via Sourcegraph's website.

1.8 **"Professional Services"** means non-software Services provided by Sourcegraph to You, as described in Your Order Form.

1.9 **"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). For self-hosted instances, all references to "Services" herein shall be replaced with "Software."

1.10 **"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).

1.11 **"Sourcegraph"**, **"we"**, or **"us"** refers to Sourcegraph, Inc., as well as its affiliates and subsidiaries.

1.12 **"Software"** means, collectively, the software provided by us for download via the Site and for installation on your equipment, including but not limited to the self-hosted Sourcegraph software and our browser and editor extensions (to the extent exclusively connected to a self-hosted instance).

1.13 **"Usage Data"** includes usage and operations data in connection with your use of the Services.

1.14 **"User Content"** means your content that you upload into the Services, such as profile information, proprietary Code, comments, text, and reviews. "AI User Content" is a subset of User Content that includes submitted queries ("Inputs") responses received and completions generated ("Outputs"), chat transcripts, snippets related to automated features, and content reviewed by the AI tool in order to generate a response ("Candidate Content"), but does not

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include any open source Code (as defined by the Open Source Initiative at <https://opensource.org/osd>).

1.15 **"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.

1.16 **"Zero Retention"** means that third party large language models ("LLMs") will not retain any Input or Output beyond the time it takes to generate an Output.

2. Account terms

2.1 Account Responsibility and Security.

1. Generally. If you are entering into the Agreement on behalf of your Organization, your Organization has administrative control of all Accounts tied to the Organization. You are, or your Organization is, fully responsible for your Account and all User Content posted under it.
2. Age Limitation. In order to create an Account, 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.
3. Security. You are 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 are responsible for all User Content posted under your Account (even if you didn't post it);
 - (ii) you are 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.

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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

3.1 License from Us to You.

1. 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 and analyze 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.
2. Restrictions. You may not, and may not permit any third-party to copy, modify, decompile, reverse engineer, 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. If You have a Self-Serve license, your use of the Services is subject to reasonable use standards established by Sourcegraph. You may not impersonate or infringe any third party, including with workspace names; for the avoidance of doubt, workspace names created by You may be rejected or changed by Sourcegraph in Sourcegraph's reasonable discretion. You may not permit more users than you have purchased in an applicable Order Form to use Your license. A single account may not be shared by multiple people. You are responsible for making sure that your use of the Site and Services complies with laws and any applicable regulations. You may not use the Services in violation of any [Acceptable Use Policy](#). During the Subscription Period, as defined below, we will provide you with updates, upgrades and releases, which, if not automatically installed, you must install promptly.
3. Minimum Supported Version for Self-Hosted Instances. We support the current major version of the Software and the immediately preceding major version (N minus 1) ("Supported Versions"). You must ensure that Your installed version of the Software is within this supported range for self-hosted instances.
4. Conditions for non-supported Self-Hosted Instances. If Your installed version falls behind the supported range, the following conditions apply: (i) We will not guarantee release fixes or features to unsupported versions; (ii) If You contact us regarding issues on an unsupported version, we will provide documentation and guidance to update the

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Software to a supported version, but will not provide direct issue resolution for non-Supported Versions; (iii) Our Service Level Agreements (SLAs) and support commitments only apply to Supported Versions. Continuing to use a non-Supported version constitutes an acknowledgement and acceptance of these conditions.

5. 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.

1. General license: You grant Us a license to access your User Content in order for us to provide Hosted Services to You, and, if Your instance is enabled to do so, finetune the model You are accessing for code editing and code generation features. 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 to the Services. As between the Parties, You retain all right, title, and interest in and to User Content, including any Outputs adopted by You.
2. Additional License for Pro and Free Licenses: If you have a Pro or Free License, you also agree that AI User Content may be used to detect and prevent abuse or other violations of our Acceptable Use Policy. You further agree that, unless you opt out, AI User Content may be used to improve and support the Services. For the avoidance of doubt, all User Content accessed under this license is subject to the Confidentiality terms in Section 4 below.
3. Partner Retention: Sourcegraph’s Partner LLMs (if you use Sourcegraph’s partnership with third-party model provider) have a Zero Retention policy for Enterprise subscriptions

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or Enterprise Starter licenses and do not retain Candidate Context, Inputs, our Outputs for Enterprise subscriptions or Enterprise Starter licenses.

4. Public and Private 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. 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.

3.3 Ownership of the Services. The Services are owned and operated by Sourcegraph. As between the parties, Sourcegraph owns all right, title, and interest in the Services, and You own all right, title, and interest in your User Content. Except as expressly set forth in the Terms, each party retains all right, title, and interest in and to its intellectual property rights. All of our trademarks, service marks, and trade names are proprietary to us or our affiliates.

3.4 Feedback. 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. Beta Services subject to this Section shall be indicated with "(Beta)" on your Order Form, as applicable, and may be renamed at the time of renewal in Sourcegraph's sole discretion once generally available.

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.

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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

We collect Usage Data derived from your use of the Services to develop, improve, support, and operate our products. Usage Data is subject to the confidentiality protections under these Terms, and Sourcegraph may not publicly disclose any non-aggregated and non-anonymized Usage Data.

5. Privacy and security

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 to customers who have signed an Order Form with us.

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 Customer Personal Data, as defined in and available at <https://about.sourcegraph.com/dpa.pdf> ("DPA") in accordance with our DPA, 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 Customer Personal Data and controls to the extent there may be a conflict between the DPA and any other document (including this Agreement or the Documentation). All other user personal information that Sourcegraph collects and processes in connection with the Services will be used in accordance with Sourcegraph's Privacy Policy available at <https://about.sourcegraph.com/terms/privacy>. The Privacy Policy does not apply to Customer Personal Data.

6. Confidentiality

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

1. was or becomes publicly known through no fault of the receiving party;
2. 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;

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3. is approved by the disclosing party for disclosure without restriction in a written document or electronic record; or
4. 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

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 reflected on your Order Form, your subscription will automatically renew for the agreed-upon period based on the option you choose, whether monthly or annually, at the then-current fees and registered payment method will be charged without further authorization from you until canceled. For customers who have signed an Order form, your subscription shall renew for one (1) year terms at the then-current fees and your payment method will be charged without further authorization from you, absent forty-five (45) 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 affected portion of the applicable Order Form within the following thirty (30) days. In the event of our material breach, we will refund you any prepaid, unused fees.

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7.3 Termination for Convenience. Either party may terminate a Self-Serve 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 User Content from the Services.

8. Fees

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. 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. 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 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

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:

1. An electronic or physical signature of a person authorized to act on behalf of the copyright owner;
2. Identification of the copyrighted work that you claim has been infringed;
3. Identification of the material that is claimed to be infringing and where it is located on the Service;

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4. Information reasonably sufficient to permit us to contact you, such as your address, telephone number, and, e-mail address;
5. 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
6. 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

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; (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; (3) the Services will comply with all applicable laws; (4) Sourcegraph has the power and authority to enter into this Agreement and carry out the transactions contemplated by it; and (5) we will perform Professional Services with professional care and skill, and in accordance with the Professional Services Exhibit (<https://sourcegraph.com/terms/professional-services>) and applicable Documentation. These warranties only apply with respect to Services 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.

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OTHER THAN THE WARRANTIES EXPLICITLY SET FORTH IN THIS SECTION 10, 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

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, 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. IF YOU HAVE SIGNED AN ORDER FORM WITH US, EXCLUDED CATEGORIES ARE: IP INDEMNIFICATION AS DESCRIBED IN SECTION 12.2.

12. Indemnification

12.1 By You. You agree to defend us from and against any third-party claims, proceedings, and demands resulting from: (a) an allegation that Your use of the Services or Documentation other than in accordance with this Agreement infringes or misappropriates such third-party’s intellectual property rights; and (b) User Content other than Outputs.

12.2 By Sourcegraph. We agree to defend you from and against any third-party claims, proceedings, and demands alleging that your use of the Services or Documentation in accordance with this Agreement infringes or misappropriates such third-party’s intellectual

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property rights and indemnify you for any resulting damages, attorney's fees, and costs, provided that (i) your use conforms with the Agreement and Documentation and does not arise from a violation of your obligations under this Agreement, (ii) the claim does not arise from any modification, combination, or development of the Services not performed by us, and (iii) you are using our latest version including any filters provided by the Services.

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. Export Controls

13.1 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

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 San Francisco, California, USA ("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 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.

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,

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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 we have 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.

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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, in which case we will update the 'last modified' date at the top of this page, and your continued use of the Services after any such change constitutes your acceptance of the new Terms of Service.

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 Force Majeure. No party is liable for any default or delay in the performance of its obligations under this Agreement to the extent such default or delay is caused by acts of God or conditions beyond the reasonable control of such party. If a party fails to perform its obligations as a result of such cause or condition for a period of more than 30 days, then the other party may terminate the Agreement upon written notice, without liability.

15.5 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.

15.6 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.

15.7 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.

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

15.9 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.

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15.10 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.

15.11 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.

15.12 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 eighteen (18) months after the cause of action accrues. Otherwise, such cause of action is permanently barred.

15.13 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.