

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 “Agreement” means, collectively, the terms and conditions laid out on this page (these “Terms”), along with any order for Software (“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](#).

1.2 “Content” means any content made available through the Software, including but not limited to text (including Documentation), data, articles, images, photographs, videos, applications, software (including source code), and other materials, as well as the Software itself (with respect to us).

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

1.4 “Instance” means the self-hosted instance of the Software that you create or use in order to analyze Your Code.

1.5 “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).

1.6 “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).

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

1.8 “Usage Data” includes usage and operations information in connection with your use of the Service.

1.9 “You” refers to the individual person, company, or organization that is using the Software, that accesses an Instance, or that directs the use of the Instance. 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 company or organization to the Agreement, and (iii) references to “you” will mean you and your Organization.

1.10 “Your Code” means the source code and all source code metadata (e.g. version control system (VCS) data) that you analyze via the Software.

2. Account terms

Short version: You – or the organization you work for – is responsible for your instance 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 Instances tied to the Organization. You or your Organization is fully responsible for your Instance and all Content posted under it.

- **Age Limitation.** In order to create an Instance, you must be at least eighteen (18) years old and we do not permit any users under thirteen (13) years old to use our Software for any purpose. If we discover that an Instance is being used by a user under thirteen (13) years old, we will notify you that the Instance must immediately be shut down.
- **Security.** You're responsible for the security of your Instance when using our Software. While we may offer tools to help you maintain your Instance's security, these are not guaranteed to work. You're responsible for all Content posted on your Instance under your user account, even if you didn't post it. We have no liability of any kind for any loss or damage from your failure to secure your Instance.

3. Acceptable use

Short version: You're allowed to use Sourcegraph for any reasonable purposes (e.g., don't try to re-sell it, don't violate your license, etc.). If you post any comments or other content, you're responsible for it, and we have the right to display it to other users per your settings. If you give us a great idea about how to improve our services, we can use it.

3.1 License from Us to You. The source code for our Software is publicly available at <https://github.com/sourcegraph>. Your rights to access and use that code is covered by the software license in that repository.

3.2 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 Software;
- permit a number of users of the Software more than permitted by us;
- use the Software to analyze any source code or other Content that is not Your Code; or
- use any release of the Software that is more than three (3) versions older than the then-most-current release of the Software.

3.3 No Sensitive Data. You acknowledge and agree that, (i) the Software is not designed to store Sensitive Data (as defined below), and (ii) you will not use the Software 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 (vi) any data similar to the above protected under applicable laws. You acknowledge that the Software 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 Software.

3.4 Ownership of the Software. The Software is owned and operated by Sourcegraph. All Content made available via the Software is owned by us or our licensors 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.

3.5 Ideas. You may submit comments or ideas about the Software, 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.

3.6 Third Party Components. Portions of the Software 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.

3.7 Third Party Applications. You may choose to enable or download any third-party applications, containers, images, integrations, services, or extensions to enhance your use of the Software ("Third-Party Applications"). Third Party Applications are not part of the Software and are not warranted or supported by Sourcegraph. Your use of any Third-Party Applications is solely between you and the applicable third-party, and Sourcegraph shall have no liability for such Third-Party Applications.

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

3.8 Trials. We provide all Software 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.

4. Usage data

Short version: We have the right to collect Usage Data from self-hosted Sourcegraph instances, as described in our [Privacy Policy](#) and specifically listed in our [product documentation](#).

We may collect Usage Data derived from your use of the Software 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. Data protection

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.

Data security and user privacy are very, VERY 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 in connection with your use of the Software.

As the Software is provided in the form of a self-hosted Instance, Sourcegraph will not have access to any of Your Code unless you include Your Code via email or other support channels to Sourcegraph. We have implemented, and the Software contains, commercially reasonable technical and organizational measures designed to secure Your Code and any other information you provide that is stored on your Instance (which we do not have access to), and any information that we do have access to (such as support emails you send to us, Usage Data, etc.), from accidental loss and from unauthorized access, use, alteration or disclosure. 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.

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: You may shut down your instance any time. We may terminate the agreement at any time, at which point your right to use the software will immediately expire.

7.1 Subscription Period; Renewals. 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 set up an Instance and will continue in effect until either you or we

terminate it (the “Subscription Period”). Unless otherwise stated in an Order Form, your subscription will be 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 Software, 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 Software will not survive any termination of this Agreement.

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 Software 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 Charges. 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. Maintenance; Warranties; disclaimer

Short version: Other than the warranties explicitly set forth in this section, Sourcegraph is provided “as is” with no guarantees of any kind (unless applicable law provides you additional mandatory rights). Please read this section carefully.

During the Subscription Period, we will provide you with updates, upgrades, releases, or other adaptations or modifications of the Software, including any updated Documentation, error corrections, enhancements, improvements, or other changes to the user interface, functionality, compatibility, capabilities, performance, efficiency, or quality of the Software (“Maintenance Releases”), which you will install promptly. Sourcegraph will provide the applicable service levels available at <https://about.sourcegraph.com/handbook/support#slas> for the most current version of the Software (the “Service Levels”).

We warrant that (1) the Software 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 Software is 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 10, THE SOFTWARE, AND ANY OTHER SOFTWARE, APPLICATIONS, PRODUCTS, AND SOFTWARE MADE AVAILABLE ON OR IN CONNECTION WITH THE SOFTWARE 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 SOFTWARE OR ANY PART THEREOF (OR YOUR ACCESS THERETO) WILL BE

UNINTERRUPTED, ERROR-FREE, OR FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS, 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.

10. Limitation of liability

Short version: Each party's liability is limited to direct damages wherever possible, and to no more than \$100 or the amount you paid us to access the software. 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 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 11.2.

11. Indemnification

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

11.1 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 Software 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 Software with your unique username, password, or other appropriate security code.

11.2 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 Software 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, (ii) your use is of the most current Software version, and (iii) the claim does not arise from Your Code or Content or any modification, combination, or development of the Software not performed by us.

11.3 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.

12. Export controls

Short version: Don't use our site or software if you're located in an embargoed country.

The Software 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 Software, 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.

13. 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.

13.1 Governing Law. This 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

13.2 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 Software 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.

13.3 Class Action/Jury Trial Waiver. WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE OBTAINED OR USED THE SOFTWARE 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.

14. Miscellaneous

14.1 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 Site. Notice will be deemed given twenty-four hours after email is sent, unless we're notified that the email address is invalid. Notice posted on the Site 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.

14.2 Updates and Modifications. We may update the Agreement (including these Terms) from time to time. When we change the Agreement (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 Software after any such change constitutes your acceptance of the new Terms of Service, unless you have signed an Order Form with us where the terms in effect as of your Order Date will apply. If you have purchased a subscription to use the Software, any change to these Terms will be effective with respect to such Software upon the renewal of your subscription, unless otherwise stated in an Order Form.

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

14.4 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.

14.5 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.

14.6 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.

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

14.8 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.

14.9. Marketing and Publicity. Unless otherwise stated in an Order Form, we may freely refer to your Organization and your relationship with us in connection with publicizing and marketing our products and services, including using your Organization's name and logo to identify your Organization as a customer and using product testimonials and quotes your Organization's representatives may provide to us.

14.10 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.

14.11 Disclosures. The Software is 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) 318-3480. 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.