GITHUB ENTERPRISE LICENSE AGREEMENT

Congratulations! You've taken your first step into a better world. GitHub, Inc.'s ("GitHub", "we", or "us") enterprise software helps you build better software - faster - by enabling collaborative development for teams of all sizes. Welcome to the Software License Agreement (the "Agreement").

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE INSTALLING OR USING THE SOFTWARE. IF YOU DON'T ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, THEN WE ARE UNWILLING TO LICENSE THE SOFTWARE TO YOU, AND YOU MAY NOT DOWNLOAD, INSTALL, OR USE IT.

1. **Definitions.** Here are some definitions we use in this Agreement. If you see a capitalized word that isn't listed here, it will be defined somewhere in the Agreement.

The "Agreement Effective Date" is the of last signature below.

"Documentation" means any manuals, documentation and other supporting materials related to the Software that we generally provide to our customers. Documentation is considered part of the Software.

"Fees" means both: (i) the fees you're required to pay us to use the Software during the applicable License Term, as such fees are reflected on each applicable Order Form; and (ii) the fees you're required to pay us for any Services you engage us to perform, as such fees are reflected on each applicable SOW.

"License Key" means a data file utilized by the Software's access control mechanism that allows you to use the Software during the License Term.

"License Term" means one (1) year from the applicable Order Effective Date.

The "Order Form" is a written or electronic form that we'll give you to order Software (or that we'll use to order Software on your behalf, once we've gotten your authorization). Upon execution by the parties (or, in the case of an electronic orders, confirmation and placement of the order), each Order Form will be subject to the terms and conditions of this Agreement.

The "Order Effective Date" is the effective date of each Order Form.

"Seats" mean the number of User accounts for the Software that you're authorized to create. The number of Seats is specified in the applicable Order Form. Only one User can use a Seat at a time. Multiple Users aren't allowed to use the same Seat.

"Services" means training, consulting, or implementation services that we provide to you pursuant to a mutually executed Statement of Work. Services do not include support.

"Software" means the object-code/obfuscated source code version of our proprietary enterprise software application. Software includes any applicable Documentation, as well as any Updates to the Software that we provide you or that you can access under this Agreement.

"Statement of Work" or "SOW" means a mutually executed statement of work detailing the Services we'll perform for you, their price, and your related obligations (if any).

An "Update" is a Software release that we make generally available to our customers, along with any corresponding changes to Documentation. An Update may be an error correction or bug fix, generally indicated by a change in the digit to the right of the second decimal point (e.g., a change from version x.x.x to x.x.y); or it

may be an enhancement, new feature, or new functionality, generally indicated by a change in the digit to the right of the first decimal point (e.g., x.x.x to x.y.x) or to the left of the first decimal point (e.g., x.x.x to y.x.x).

A "User" is a single person or machine account that initiates the execution of the Software and/or interacts with or directs the Software in the performance of its functions. The number of Users shouldn't exceed the number of Seats you've licensed from us.

2. **License Grant.** Subject to your compliance with the terms of this Agreement (including, among other things, paying the Fees you owe us), we hereby grant you a non-exclusive, non-transferable, worldwide, royalty-free, limited-term license to install, execute, and use a single production instance of the Software for your internal business purposes during the applicable License Term, in accordance with the Documentation, and only for the number of Seats that you've paid for. You can make copies of the Software for non-production purposes only, provided that you reproduce all copyright and other proprietary notices that are on the original copy of the Software. Your agents and contractors can use the Software too, so long as they're using it on your behalf, and provided that you agree to be fully responsible for their behavior under this Agreement.

3. **Restrictions.** We license the Software to you – we don't sell it. As between us, we own all right, title and interest in and to the Software, and any intellectual property rights associated with it and with our company. We reserve all rights in and to the Software that we don't expressly grant you in this Agreement. You agree not to, nor permit nor authorize any third party to: (i) sublicense, sell, rent, lease, transfer, assign, or distribute the Software to third parties; (ii) host the Software for the benefit of third parties; (iii) disclose or permit any third party to access the Software, except as expressly permitted in Section 2, above; (iv) hack or modify the License Key, or try to avoid or change any license registration process we may implement; (v) modify or create derivative works of the Software, or merge the Software with other software; (vi) disassemble, decompile, bypass any code obfuscation, or otherwise reverse engineer the Software or attempt to derive any of its source code, in whole or in part, except to the extent such activities are expressly permitted by law or applicable license notwithstanding this prohibition; (vii) modify, obscure, or delete any proprietary rights notices included in or on the Software or Documentation; (viii) otherwise use or copy the Software in a manner not expressly permitted by this Agreement; or (ix) use any Software that we license to you beyond its applicable License Term.

4. **Seats.** Remember, only one User can use a Seat at a time. Multiple Users aren't allowed to use the same Seat, and only one human being can be associated with a particular User account. If you want to swap out, delete, or suspend a User, you can do that, and then assign a new User to the open Seat. If you find that you need more Seats, that's great – we're here to help! Additional seats may be purchased through execution of a GSA Customer Purchase Order at the price established on the GSA Schedule Price list, prorated for the balance of the applicable License Term.. You agree that any orders that you make (or that you authorize us to make on your behalf) for additional Seats during the term of this Agreement will be governed by this Agreement.

5. **Verification.** From time to time, we may have reason to make sure that you're not using extra Seats without paying for them. You agree to cooperate with us to achieve that goal. To help us verify the number of Seats you're actually using, you agree to promptly give us, subject to Government security requirements, any usage files and reports that your instance of the Software generates, if and when we ask for them. We might also (or instead) ask one of your officers to certify the number of Seats that you're actually using. You agree to provide such a certification if we ask for it. If we determine that you're using more Seats than you've paid for, in addition to any other remedies we might have at law or in equity, GitHub will invoice the GSA Customer, and you agree to pay us, as long as there is no dispute, the price established on the GSA Schedule Price List for the additional Seats you're using, starting from the date you began using each Seat.

6. **Government Users.** No technical data or computer software is developed under this Agreement. The Software and Documentation have been developed solely with private funds, and are considered "Commercial Computer Software" and "Commercial Computer Software Documentation" as described in FAR 12.212, and DFARS 227.7202-3, and are licensed to the to the U.S. Government end user as restricted computer software and limited rights data. Any use, disclosure, modification, distribution, or reproduction of the Software or Documentation by the U.S. Government or its contractors is subject to the restrictions set forth in this Agreement.

7. **Delivery.** Promptly after the applicable Order Effective Date, we'll make the Software and the License Key available for you to download on a secure, password-protected website. As Updates become available, we'll make those available for you to download on the same website. You're responsible for maintaining the confidentiality of all of your usernames and passwords, including the ones you use to download the Software. Take good care of them, because you agree that you'll be responsible for any activity that takes place using your usernames and passwords (whether you knew about it or not).

8. **Services.** Our Services can help you get the most out of the Software. If you want Services, let us know, and we'll work with you to prepare a SOW that describes the date, time, location, and objectives of the Services, as well as the price. Each SOW will be binding once we both sign it, and you agree that any Services we provide to you (whether pursuant to a SOW or not) will be governed by the terms of this Agreement together with the underlying GSA Schedule Contract, Schedule Price List, and GSA Customer Purchase Order and/or SOW, as applicable. In the event of any conflict between the terms of this Agreement and any SOW, any negotiated terms of the GSA Customer Purchase Order or SOW will control, followed by the terms of the GSA Schedule Contract, and then the terms of this Agreement. Provided you comply with the terms of this Agreement (including, among other things, paying us the Fees you owe us), we'll perform the Services described in each SOW, according to the timeframes set forth in that SOW. We'll control the manner and means by which the Services are performed, and we reserve the right to determine which personnel we assign to perform Services for you. Provided we remain responsible for all of their acts and omissions, we can use third parties to help us perform the Services. You acknowledge that we will retain all right, title and interest in and to anything we use

or develop in connection with performing Services for you, including, among other things, software programs, tools, specifications, ideas, concepts, inventions, processes, techniques, and know-how. To the extent we deliver anything to you during the course of performing Services, we grant you a non-exclusive, non-transferable, worldwide, royalty-free, limited-term license to use those deliverables during the term of this Agreement, solely in conjunction with your use of the Software.

9. **Term and Termination.**

9.1 *Term*. This Agreement starts on the Agreement Effective Date and will continue in effect for one (1) year (the "Initial Term"). Subsequent terms may be purchased through execution of a GSA Customer Purchase Order at the prices established by the underlying GSA Schedule Price List.

9.2 *Termination for Convenience; Automatic Expiration*. Either of us can terminate this Agreement for our convenience at the end of the Initial Term or any subsequent term by providing written notice to the other at least thirty (30) days before the end of the Initial Term or any subsequent term. This Agreement will automatically expire without the requirement of notice if, at the end of the Initial Term or any subsequent term, you decide not to pay the Fees required to renew your Seats for an additional License Term.

9.3 *Termination for Breach*. Recourse against the United States for any alleged breach of this agreement must be made under the terms of the Federal Tort Claims Act or as a dispute under the contract disputes clause (Contract Disputes Act) as applicable. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

9.4 *Effect of Termination*. When this Agreement terminates or expires: (i) the License Term for any Software in your possession will immediately end, and any outstanding SOWs will immediately terminate; (ii) you'll no longer have the right to use the Software, and any licenses we grant you in this Agreement will automatically cease to exist as of the date of termination/expiration; (iii) if you owed us any money prior to termination/expiration, you'll need to pay us all that money immediately; (iv) you'll destroy all copies of the Software in your possession or control, and certify in writing to us that you've done so; and (v) each of us will promptly return to the other (or, if the other party requests it, destroy) all Confidential Information belonging to the other. You'll still be able to access the Software to migrate your data for ninety (90) days after termination or expiration of this Agreement, but you won't be allowed to use the Software on a production basis during that time. We encourage you to keep copies of your data outside of the Software itself, because if the Software gets disabled, you won't have access to the data you've stored there (and we won't be liable to you if that happens). Sections 1, 3, 5, 6, 8, 9.2, 9.3, 9.4, 11, 12.2, and 13-17 will survive the termination or expiration of this Agreement for any reason.

10. **Support.**

10.1 *Support Times*. Provided that you've paid us the Fees you owe us, we'll provide

you with technical support for the Software twenty-four (24) hours per day, five (5) days per week, excluding weekends and national U.S. holidays. We currently only offer support via email (write to us at enterprise@github.com) or web-based ticketing (through support.enterprise.github.com). You can contact our amazing support team to help answer your questions on installing and using the Software, identifying and verifying the causes of suspected errors in the Software, and helping you find workarounds for Software malfunctions. Though we'll do our best to respond to automated support requests, we typically need more information than an automated ticketing system can give us to solve your issue. Whenever possible, please initiate any support requests from a person or machine that our support team can interact with. We like the personal touch.

10.2 *Updates*. We'll make Updates available to you on the same secure website where you downloaded the Software and the License Key.

10.3 *Exclusions*. We might not be able to correct every problem we find, but we'll use our reasonable efforts to correct any material, reproducible errors in the Software that you make us aware of. We might ask for your help in reproducing the error for us. Please - don't do things with our Software that would make it harder for us to help you. We won't be responsible for supporting you in those circumstances, which include, among other things: (i) someone (other than us) modifying the Software; (ii) changing your operating system or environment in a way that adversely affects the Software or its performance; (iii) using the Software in a manner for which it was not designed, or other than as authorized under this Agreement; or (iv) accident, negligence, or misuse of the Software. We're only required to support a given version of the Software for a year from the date of its commercial release, or six months from the commercial release of the next Update, whichever is longer. If you want support for earlier versions of the Software, we'll try to help you if we can, but you'll need to pay us for that help at our then-current rates.

11. **Payment.** You agree to pay the Fees to us in full in U.S. Dollars (unless the Order Form says otherwise), invoice we send you related in accordance with the terms of the GSA Schedule Contract and GSA Customer Purchase Order, as applicable, to the applicable SOW or Order Form. Amounts payable under this Agreement are nonrefundable, except as provided in Section 12.1. You are solely responsible for all taxes, fees, duties and governmental assessments (except for taxes based on GitHub's net income) that are imposed or become due in connection with the subject matter of this Agreement. Notwithstanding the terms of the Federal, State, and Local Taxes Clause, the contract price excludes all State and Local taxes levied on or measured by the contract or sales price of the services or completed supplies furnished under this contract. GitHub shall state separately on its invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) to the contractor or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

12. **Limited Warranties**

12.1 *Limited Warranties*. We offer you (and only you) the following limited warranties: (i) that the unmodified Software, at the time we make it available to you for download, will not contain or transmit any malware, viruses, or worms

(otherwise known as computer code or other technology specifically designed to disrupt, disable, or harm your software, hardware, computer system, or network); (ii) that any Services we perform for you under this Agreement will be performed in a good and workmanlike manner, by appropriately qualified personnel (you just need to let us know about a problem within thirty (30) days of the date the Services were performed); and (iii) that, for ninety (90) days from the date the Software is made available for download, the unmodified Software will substantially conform to its Documentation. We don't warrant that your use of the Software will be uninterrupted, or that the operation of the Software will be error-free. These warranties won't apply if you modify the Software, or if you use the Software in any way that isn't expressly permitted by this Agreement and the Documentation. Our only obligation, and your only remedy, for any breach of these limited warranties will be, at our option and expense, to either (i) repair the Software; (ii) replace the Software; or (iii) terminate this Agreement with respect to the defective Software, and refund the Fees you've paid for the defective Software during the then-current License Term once you've returned it to us (or destroyed it).

12.2 *Disclaimer*. THE LIMITED WARRANTIES DESCRIBED ABOVE ARE THE ONLY WARRANTIES WE MAKE WITH RESPECT TO THE SOFTWARE, SERVICES AND OUR TECHNICAL SUPPORT. WE DON'T MAKE ANY OTHER WARRANTIES, AND WE HEREBY SPECIFICALLY DISCLAIM ANY OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ANY WARRANTIES OR CONDITIONS ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, THAT YOU GET FROM US OR ANYWHERE ELSE WILL CREATE ANY WARRANTY OR CONDITION NOT EXPRESSLY STATED IN THIS AGREEMENT.

13. **LIMITATION OF LIABILITY.**

13.1 *Waiver of Consequential Damages*. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WE BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING FOR LOSS OF PROFITS, REVENUE, OR DATA) OR FOR THE COST OF OBTAINING SUBSTITUTE PRODUCTS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT WE'VE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13.2 *Limitation of Total Liability*. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OUR TOTAL CUMULATIVE LIABILITY TO YOU OR ANY THIRD PARTY UNDER THIS AGREEMENT, FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY, WILL BE LIMITED TO AND WILL NOT EXCEED THE FEES YOU'VE ACTUALLY PAID US DURING THE 12 MONTHS PRECEDING THE CLAIM GIVING RISE TO SUCH LIABILITY.

THE FOREGOING EXCLUSION/LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM GITHUB'S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

13.3 *Basis of Bargain*. You understand and agree that we've set our prices and entered into this Agreement with you in reliance upon the limitations of liability set forth in this Agreement, which allocate risk between us and form the basis of a bargain between the parties.

14. **Indemnification.**

14.1 *Our Indemnification Obligation*. We'll defend you against any third-party claim brought against you to the extent that it's based on an allegation that your use or possession of the Software as permitted under this Agreement infringes a copyright or misappropriates a trade secret of any third party (each, a "Claim"), and, subject to Section 13, we'll pay all damages and costs (including reasonable legal fees) finally awarded by a court of final appeal attributable to such a Claim, provided that you notify us in writing of any such Claim as soon as reasonably practicable and provide us with the opportunity to intervene at our expense through counsel of our choosing. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.

14.2 *Exclusions*. You understand that we'll have no obligation to indemnify you for any Claim that's based on (i) the modification of the Software, unless we were the ones who made the modifications; (ii) your use of the Software other than as authorized by this Agreement and the Documentation; (iii) your failure to use updated or modified Software that we make available to you that would have helped avoid or mitigate the Claim; (iv) your failure to stop using the Software after receiving written notice to do so from us in order to avoid further infringement or misappropriation; or (v) the combination, operation or use of the Software with equipment, devices, software, systems, or data that we didn't supply (subparts (i)-(v) may be referred to collectively as "Indemnity Exclusions").

14.3 *Right to Ameliorate Damages*. If your use of the Software is, or in our reasonable opinion is likely to be, subject to a Claim under Section 14.1, we may, at our sole option and at no charge to you (and in addition to our indemnity obligation to you in Section 14.1): (i) procure for you the right to continue using the Software; (ii) replace or modify the Software so that it is non-infringing and substantially equivalent in function to the original Software; or (iii) if options (i) and (ii) above are not commercially practicable in our reasonable estimation, we can terminate this Agreement and all licenses granted hereunder (in which event, you will immediately stop using the Software) and refund the Fees that you paid us for the then-current License Term.

14.4 *Sole Remedy*. THIS SECTION 14 SETS FORTH OUR SOLE AND EXCLUSIVE OBLIGATIONS, AND YOUR SOLE AND EXCLUSIVE REMEDIES, WITH RESPECT TO CLAIMS OF INFRINGEMENT OR MISAPPROPRIATION OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

15. **Confidentiality.**

15.1 *Definition of Confidential Information*. For the purposes of this Agreement, "Confidential Information" means any business or technical information that either

one of us discloses to the other, in writing, orally, or by any other means, and including things like computer programs, code, algorithms, data, know-how, formulas, processes, ideas, inventions (whether patentable or not), schematics and other technical, business, financial, and product development plans, names and expertise of employees and consultants, and customer lists. For the purposes of this Agreement, except as expressly set forth in Section 17.2 below, the source code of our Software will be deemed to be GitHub's Confidential Information, regardless of whether it is marked as such.

15.2 *Restrictions on Use and Disclosure_._* Neither of us will use the other party's Confidential Information, except as permitted under this Agreement. Each of us agrees to maintain in confidence and protect the other party's Confidential Information using at least the same degree of care as we use for its own information of a similar nature, but in all events at least a reasonable degree of care. Each of us agrees to take all reasonable precautions to prevent any unauthorized disclosure of the other's Confidential Information, including, without limitation, disclosing Confidential Information only to its employees, independent contractors, consultants, and legal and financial advisors (collectively, "Representatives") (i) with a need to know such information, (ii) who are parties to appropriate agreements sufficient to comply with this Section 15, and (iii) who are informed of the nondisclosure obligations imposed by this Section 15. Each of us will be responsible for all acts and omissions of our Representatives. The foregoing obligations won't restrict either of us from disclosing Confidential Information of the other party pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the party required to make such a disclosure gives reasonable notice to the other party to enable them to contest such order or requirement. The restrictions set forth in this Section 15 will survive the termination or expiration of this Agreement.

15.3 *Exclusions*. The restrictions set forth in Section 15.2 will not apply with respect to any Confidential Information that: (i) was or becomes publicly known through no fault of the receiving party; (ii) was rightfully known or becomes rightfully known to the receiving party without confidential or proprietary restriction from a source other than the disclosing party who has a right to disclose it; (iii) is approved by the disclosing party for disclosure without restriction in a written document which is signed by a duly authorized officer of such disclosing party; or (iv) the receiving party independently develops without access to or use of the other party's Confidential Information. GitHub recognizes (1) that courts of competent jurisdiction may require certain information to be released and (2) that the Freedom of Information Act, 5 U.S.C. 552, requires that information that does not fall under certain exceptions must be released when requested, despite being characterized as "confidential" by the vendor.

16. **Governing Law and Jurisdiction.** This Agreement will be governed by and interpreted in accordance with United States Federal law. The parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply to this Agreement. Venue and statute of limitations are governed by applicable United States Federal law.

17. **Miscellaneous**.

17.1 *Assignment*. You aren't allowed to assign or transfer any of your rights or obligations in this Agreement, in whole or in part, by operation of law or otherwise, without our prior written consent, and any attempt by you to do so without our consent will be null and void. Agreement by GIT is subject to FAR 52.232-23 "Assignment of Claims" (May 2014) and FAR subpart 42.12 "Novation and Change-of-Name Agreements."

17.2 *Availability of Source Code*. The Software includes a modified binary of GIT. The source code for this modified binary will be provided upon request.

17.3 *Severability*. In the event that any provision of this Agreement is deemed by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the court will modify or reform this Agreement to give as much effect as possible to that provision. Any provision that can't be modified or reformed in this way will be deemed deleted, and the remaining provisions of this Agreement will continue in full force and effect.

17.4 *Notices*. Any notice, request, demand or other communication required or permitted under this Agreement should be in writing (e-mail counts), should reference this Agreement, and will be deemed to be properly given: (i) upon receipt, if delivered personally; (ii) upon confirmation of receipt by the intended recipient, if by e-mail; (iii) five (5) business days after it is sent by registered or certified mail, with written confirmation of receipt; or (iv) three (3) business days after deposit with an internationally recognized express courier, with written confirmation of receipt. Notices should be sent to the address(es) set forth on the Invoice, unless we notify each other that those addresses have changed.

17.5 *Waiver*. A party's obligations under this Agreement can only be waived in a writing signed by an authorized representative of the other party, which waiver will be effective only with respect to the specific obligation described. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

17.6 *Force Majeure*. *See* FAR 52.212-4(f), *Excusable Delays*..

17.7 *Independent Contractors*. We're each independent contractors with respect to the subject matter of this Agreement. Nothing contained in this Agreement will be deemed or construed in any manner whatsoever to create a partnership, joint venture, employment, agency, fiduciary, or other similar relationship between us, and neither of us can bind the other contractually.

17.8 *Amendments; Entire Agreement*. No modification, change, or amendment of this Agreement will be binding upon the parties, unless we both agree to the change in a writing signed by each of our authorized representatives. This Agreement, together with the underlying GSA Schedule Contract, Schedule Price List, and each Order Form (GSA Customer Purchase Order) and SOW, as applicable, constitutes the entire agreement and understanding of the parties with respect to its subject matter, and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the parties with respect to its subject matter.

17.9 *No Other Terms*. Sometimes your accounting folks will send us purchase orders with lots of itty bitty language attached that requires a microscope for us to read. Everybody does it – we understand. This Agreement, together with the underlying

GSA Schedule Contract, Schedule Price List, and applicable GSA Customer Purchase Orders and SOW, as applicable, constitutes the agreement between the parties. If there is a conflict, the negotiated terms of the GSA Customer Purchase Order or SOW (if any) control, followed by the terms of the GSA Schedule Contract, and then the body of this Agreement. 17.10 *No Publicity Without Your Permission*. We may identify you as a customer to current and prospective clients. We won't use your name or logo in any advertising or marketing materials without your permission, though; and if we ask for your permission, you always have the right to say no.

The parties cause this Enterprise License Agreement to be signed by their duly authorized representatives:

GITHUB, INC.   **U.S. GENERAL SERVICES ADMINISTRATION**

Sign: Jeff Jones   Sign: _____

Digitally signed by Jeff Jones
DN: cn=Jeff Jones, o, ou,
email=jjones@github.com, c=US
Date: 2015.08.24 16:07:53 -05'00'

Name: ___Jeff Jones___   Name: _____

Title: ___Director of Enterprise Sales, Americas___   Title: _____

Date: ___8/24/2015___   Date: _____