



GITHUB REFERRAL PROGRAM AGREEMENT

Congratulations! You've taken your first step into a better world – as a GitHub Referral Partner! GitHub, Inc.'s ("GitHub", "we", or "us") enterprise software helps build better software - faster - by enabling collaborative development for teams of all sizes. Before you become a GitHub Referral Partner, we need you to agree to a special set of terms. Welcome to the GitHub Referral Program Agreement (the "Agreement").

PLEASE READ THIS AGREEMENT CAREFULLY. THESE TERMS AND CONDITIONS GOVERN THE TERMS AND CONDITIONS FOR YOU AS A REFERRAL PARTNER (AS DEFINED BELOW). UNLESS WE HAVE EXECUTED A SEPARATE WRITTEN AGREEMENT WITH YOU FOR REFERRAL WE'RE ONLY WILLING TO ALLOW YOU TO REFER DEALS TO US IF YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. BY CLICKING "I ACCEPT" BELOW, YOU ARE CONFIRMING THAT YOU UNDERSTAND THIS AGREEMENT, AND THAT YOU ACCEPT ALL OF ITS TERMS AND CONDITIONS. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THE ENTITY TO THIS AGREEMENT, IN WHICH CASE "YOU" WILL MEAN THE ENTITY YOU REPRESENT. IF YOU DON'T HAVE SUCH AUTHORITY, OR IF YOU DON'T ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, THEN YOU ARE NOT A REFERRAL PARTNER OF GITHUB.

1. APPOINTMENT.

Subject to this Agreement, we hereby appoint you as our nonexclusive authorized referral partner in the Territory (as agreed to by GitHub). You understand that the appointments hereunder are non-exclusive and that we may appoint other referral partners or use our own direct sales personnel to seek potential customers during the Term of this Agreement. Each Party acknowledges and agrees that nothing in this Agreement requires either Party to provide any Potential Leads (defined below) to the other Party.

2. LEADS.

2.1. Potential Leads. You may from time to time refer to us sales leads for any person or entity you believe to be a potential customer (each, a "Potential Lead") of the products or services generally offered or made available by us to our End Customers ("Offerings"). Such referral will occur in a mutually agreed upon format.

2.2. Initial Approval. We may determine, in its sole discretion, that the Potential Lead is not qualified for consideration hereunder if we decide, without limitation, that: (i) the Potential Lead is an existing End Customer or previously was a GitHub End Customer; (ii) a contract currently exists between us and Potential Lead which allows Potential Lead to license or use our services or products; or (iii) we are or one our other referral partners is already "substantially engaged" in discussions with such Potential Lead. We will inform you within ten (10) business days of your submission of such Potential Leads' names if the referral has been accepted or rejected hereunder, and any accepted Potential Lead will be deemed a "Qualified Lead".

2.3. End Customers. Qualified Leads that for the first time enter into a signed contract with us within six (6) months after being deemed a Qualified Lead shall be deemed an "End Customer". Full responsibility for all contracts and collections related to End Customer shall rest with us.

3. FEES.

3.1. Referral Fee. We shall have the obligation to pay you the amounts set forth



below (“Referral Fees”) upon End Customer’s payment of an invoice. Except as set forth in the preceding sentence, we shall have no obligation to pay, and you shall have no right to receive, any share of revenues paid or payable to us at any time by any End Customer. We shall pay any amounts payable under this Section 3.1 within forty-five (45) days after the end of the calendar quarter during which such revenues were received.

3.2. Post-Termination Referral Fee. Except in the event of termination for breach, and subject to the terms and limitations of Section 2, all Qualified Leads submitted hereunder prior to the effective date of termination shall be eligible for a Referral Fee. Except as provided in this Section 3.2, we do not have any obligation to pay Referral Fees to you after the effective date of termination.

3.3 Fees paid to Partner: We shall pay a fee to you equal to five percent (5%) of the total value of our Offerings monthly billings for twelve (12) months of initial End Customer’s contract period, based upon the contract price of the agreement between the Parties.

You acknowledge and agree that the license term for the Offerings sold to End Customers shall be effective from the date set forth on the Order for referral to the designated End Customer.