Gmail Iman Sadeghi <sadeghi@gmail.com>

Litigation Hold and Preservation of ESI Related to http://gitlab.com/pinscreen/

Iman Sadeghi <sadeghi@gmail.com> Thu, Jan 31, 2019 at 1:59 PM
To: legal@gitlab.com, Adam Zaffos <adam@fernaldlawgroup.com>
Cc: Iman Sadeghi <sadeghi@gmail.com>

Dear GitLab Legal Team,

I, Dr. Iman Sadeghi, filed a verified complaint on June 11, 2018, and the verified amended complaint on October 5, 2018, in the Superior Court of California against Pinscreen Inc. and its CEO:

- **Jurisdiction:** Superior Court of the State of California
- **Case No.:** BC709376
- **Lawsuit:** Dr. Iman Sadeghi v. Pinscreen Inc., et al.
- http://sadeghi.com/Dr-Iman-Sadeghi-v-Pinscreen-Inc-et-al.pdf

We have demanded Pinscreen to preserve all potentially relevant Electronically Stored Information ("ESI") which includes all codes under Pinscreen's GitLab repositories under http://gitlab.com/pinscreen/*

Repository of particular importance to the lawsuit is stored here:

- **Repository:** https://gitlab.com/pinscreen/rtl-app.git
- **Branch:** master
- **Date:** august 1, 2017

However, we request that GitLab confirm that **all code**, **all repositories**, **full history** and **all logs** related to **http://gitlab.com/pinscreen/** starting January 1, 2017 will be preserved and not deleted due to GitLab's retention policies.

My counsel, Adam Zaffos, is CCed on this email.

Regards,
-Iman Sadeghi, PhD
858-444-6175
http://sadeghi.com

FERNALD LAW GROUP APC

A PROFESSIONAL CORPORATION

510 W 6th Street, Suite 700
Los Angeles, California 90014
www.fernaldlawgroup.com

adam@fernaldlawgroup.com
Phone: (323) 410-0327

Telephone: (323) 410-0300
Facsimile: (323) 410-0330

March 15, 2019

BY EMAIL AND MAIL

LEGAL HOLD NOTICE
DO NOT DESTROY SPECIFIED ITEMS

Paul E. Machle, CFO at GitLab
4128 24th Street
San Francisco, CA 94104

GitLab
268 Bush Street, #305
San Francisco, CA 94101
Email: legal@gitlab.com

Re: Preservation for Pending Litigation in *Sadeghi v. Pinscreen, LASC Case No. BC709376*

Greetings,

This office represents the interests of Dr. Iman Sadeghi in the above-referenced matter. The purpose of this letter is to notify you and request that GitLab preserve all potentially relevant electronically stored information and/or documents including:

1. All GitLab.com repositories under https://gitlab.com/pinscreen/;

2. The rtl-app and facetrack repositories under https://gitlab.com/pinscreen/rtl-app.git; and,

3. Any and all revisions control repository that hosted the version of the code that ran during the SIGGRAPH demo.

SPECIAL INSTRUCTIONS FOR ELECTRONIC DATA

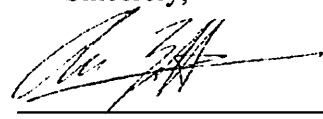
If you are aware of potentially relevant data stored on your network, departmental databas, shared or public mailbox, or with a third party vendor, it must be identified for me immediately so that I am alerted and the information can be preserved. Document destruction policies must be suspended. Steps to preserve information created on an on-going basis should be discussed with Counsel.

ERR ON THE SIDE OF PRESERVATION

Documents covering or related to the subjects listed above should not be removed from their current files, and files containing those documents should be maintained as they currently exist. It is acceptable to segregate those files from your other files, as long as the files containing the relavant documents remain intact.

Please feel free to consult with me before writing anything discussing the lawsuit that is the subject of this notice. Please direct any questions you may have regarding this matter to me. I can be reached at (323) 410-0327.

Sincerely,



Adam Zaffos

Gmail

Fwd: Dr. Iman Sadeghi vs. Pinscreen

From: Jamie Hurewitz <jhurewitz@gitlab.com>
Sent: Wednesday, April 10, 2019 8:29:43 AM
To: Brandon Fernald; Adam Zaffos
Subject: Dr. Iman Sadeghi vs. Pinscreen

Dear Sirs,

We received a request from your client, Dr. Sadeghi to preserve data relating to his lawsuit pending in the Superior Cout of the State of California.

I am reaching out to inform you that we do not get involved in legal disputes between parties. We have responded to the DMCA takedown request as required by law. Any further action to obtain the data would require a court order or subpoena.

Furthermore, there is a significant amount of data relating to this request (approximately 13TB) which would require us to incur additional expenses to separately maintain, as well as the cost of our services in processing this data.

If you would like us to proceed with any of these actions, please let us know and we can provide you with a quotation and statement of work. Otherwise, the data will be deleted pursuant to our standard retention policies.

Thank you.

All the best,

Jamie Hurewitz
VP of Legal, Commercial, IP, and Compliance

Gmail

Fw: Dr. Iman Sadeghi vs. Pinscreen

From: Jamie Hurewitz <jhurewitz@gitlab.com>
Sent: Thursday, April 25, 2019 1:55:19 PM
To: Lea Enriquez
Cc: Adam Zaffos
Subject: Re: Dr. Iman Sadeghi vs. Pinscreen

Hi Lea,

When accounts are closed, our retention period is only 2 weeks. However we did set aside this data because we were made aware by your client that he was in the middle of litigation, so we wanted to give him the opportunity to have us preserve it for him. As I shared with Adam earlier today, the data is not segregated to just pinscreen and is 13 TB large. In order to parse it down to just Pinscreen's data, it will take two resources, two days, at a cost of $1k. Then for ongoing electronic storage it will cost $20/month.

Please let us know how you would like us to proceed.

Thanks.
All the best,

Jamie Hurewitz
VP of Legal, Commercial, IP, and Compliance

Exhibit A - Statement of Work

Date	May 6, 2019
PO #	
Customer's Name	Fernald Law Group
Customer Billing Information	510 W 6th St, Suite 700 Los Angeles, CA 90014
Contract Information	The terms of this Statement of Work are subject to the GitLab Professional Services Terms located at https://about.gitlab.com/terms/#consultancy]
VAT ID	
GitLab Engineer	Paul Harrison
Requested by	Lea A. Enriquez Fernald Law Group leafernaldlawgroup.com 323.410.0321
From	Jamie Hurewitz VP of Legal, Commercial, IP and Compliance jhurewitz@gitlab.com 651.238.3246

1. Service Description

GitLab, Inc. ("GitLab") will provide data parsing and retention services regarding data on GitLab.com related to Pinscreen user activity.

2. Project Scope

GitLab shall perform the project activities listed in this exhibit solely for the purpose of parsing and retaining data related to Pinscreen subscriber usage:

A. Activity:

GitLab logs must be downloaded and parsed using a custom, built-for-task tool. Activities and tooling required are included in the table below. The labor estimate to perform the activities below is 2 eight (8) hour days.

	Task
	Preserve and store the content of the existing repositories
	Import ~13TB of logs from Google Cloud Storage into BigQuery software
	Retain the log data in BigQuery until the query is complete
	Query the log data to locate any references to Pinscreen
	Repeat queries until all results are obtained
	Export the resulting data from BigQuery
	Remove the log data from BigQuery

This schedule is only an estimate and may be subject to change. All durations in this exhibit are assumed on accounting for the business days. Estimates provided in this document are based on rough estimation of project effort to be performed by GitLab's engineers. Certain activities, such as data queries and transfers, may take more or less time, and resources depending on the actual need as may be specified by the Customer. GitLab welcomes the opportunity to confirm these assumptions with you, and obtain more information about your expectations for this project. GitLab will be pleased to provide a revised proposal in a better position accordingly.

B. Deliverables

GitLab will isolate and store available Pinscreen user activity and data since June 2018 from the GitLab.com logs.

C. GitLab's Obligations

GitLab shall retain the log data for Pinscreen activity for a minimum of 1 year until otherwise notified by the Customer.

D. Customer's Obligations

- Provide timely access to office accommodations, facilities, equipment, assistance, cooperation, complete and accurate information and data to the extent necessary to provide a beneficial and effective training (collectively, "cooperation") are essential to the performance of any Services as set forth in this exhibit.

- GitLab will not be responsible for any deficiency in performing services if such deficiency results from the Customer's failure to provide full cooperation.
- During the performance of services, if GitLab requires access to other third-party products that are part of the Customer's systems, the Customer will be responsible for acquiring all such products and any applicable license rights as may be necessary for GitLab to access such products on the Customer's behalf.

3. Rates, Estimated Fees and Payment

The services specified above are provided on a time and materials ("T&M") basis. The Customer shall pay GitLab for all of the time spent performing such services, plus materials, taxes and expenses. All costs listed below are based on the scope and assumptions included in this Statement of Work, and will become due in full after completion of the deliverables. The estimated fee for the service under this exhibit is **six thousand two hundred forty dollars ($6,240)**. Below is the breakdown of the pricing:

Item	Cost
BigQuery data retention and parsing costs	$1,000
Google Cloud costs related to Pinscreen data	$20/month for 1 year
Labor costs to execute this SOW	$5000
TOTAL	$6,240

The above-stated pricing is based on the scope and assumptions set forth herein. In the event of a change of scope or assumptions, this pricing is subject to change. All fees and charges listed above shall be invoiced upon execution of this SOW. Travel related expenses shall be invoiced at the completion of the project.

Invoices shall be due and payable net thirty (30) days from the invoice date. All invoices shall be provided to the Customer's Billing Information contact listed above. Customer shall inform GitLab promptly in writing if there is any change to the information where the invoices should be sent. The customer ☐ does/ ☐ does not **(check one)** require a Purchase Order ("P.O.") in order to make payments to GitLab for all fees and expenses related to this project, as outlined in this SOW. If neither box is checked, Customer agrees that Gitlab is entitled to payment of invoices without the requirement of a P.O. authorizing payments. In the event that Customer checks the box indicating that a P.O. is required, then the Customer agrees to provide required P.O. to GitLab within ten (10) business days after the execution of the SOW by the Customer.

The customer is responsible for travel-related expenses incurred for the purpose of this engagement. If meetings or work are scheduled at the Customer premises, all reasonable travel, meals and living expenses shall be billable at the United States government rate and all such expenses shall be borne solely by Customer. Expenses for materials purchased specifically for Customer's benefit, if any, will be subject to prior written approval and charged to Customer at cost. Gitlab's policy for sponsored travel can be found at this URL: https://about.gitlab.com/handbook/travel-sponsored/

The fees set forth on this SOW are exclusive of all taxes, levies, or duties imposed by taxing authorities and the Customer shall be responsible for payment of any such taxes, levies or duties, excluding only taxes based solely on GitLab's net income. Accurate sales tax will be added to invoices when applicable.

4. Project Management

Fernald Law Group and GitLab each agree to designate a project manager who shall work together with the other party's designated project manager to facilitate efficient delivery of services.

5. Project Assumptions

- Any activity or deliverable not expressly stated herein shall be deemed out of scope for purposes of this SOW, and is not included in the pricing set forth below.
- Access provisioning and deprovisioning to customer's environments will be handled according to customer's access control policies.
- All accounts provisioned should be named, i.e. no shared accounts.

6. Acceptance

The parties hereto, duly represented by an authorized signatory, for and behalf of the business entity it represents, hereby agree to and accept the terms set forth in this SOW, which is governed by the GitLab Service Terms and can be accessed at https://about.gitlab.com/terms/#consultancy and are fully incorporated by reference herein.

GitLab Inc.	**Fernald Law Group**
Company name	Company name
Full name	Full name
Title	Title
Signature	Signature
May 6, 2019	May 6, 2019
Date	Date

Gmail

Fw: Subject: URGENT: Evidence Preservation of Pinscreen Repositories

From: Jamie Hurewitz <jhurewitz@gitlab.com>
Sent: Monday, August 26, 2019 11:34:46 AM
To: Adam Zaffos <adam@fernaldlawgroup.com>
Cc: Joel Krooswyk <jkrooswyk@gitlab.com>; Lea Enriquez <lea@fernaldlawgroup.com>; Mariana Leon <mariana@fernaldlawgroup.com>; Paul Harrison <pharrison@gitlab.com>
Subject: Re: Subject: URGENT: Evidence Preservation of Pinscreen Repositories

Yes they are all preserved.

Joel can you please process the SOW?

Thanks.

Jamie

On Mon, Aug 26, 2019 at 12:38 PM Adam Zaffos <adam@fernaldlawgroup.com> wrote:

> Dear Jamie, Paul, and Joel,
>
> While we await your response to the signed SOW, would you please confirm that Pinscreen's repositories under https://gitlab.com/pinscreen/ are being preserved?
>
> The last response that we have from you was on August 6, 2019 and we want to confirm that the evidence would not fall out with your regular data deletion schedule.
>
> Thank you for your attention to this urgent matter.
>
> Regards,
> Adam

Exhibit A - Statement of Work

Date	July 23, 2019
PO #	
Customer's Name	Fernald Law Group
Customer Billing Information	510 W 6th St, Suite 700 Los Angeles, CA 90014
Contract Information	The terms of this Statement of Work are subject to the GitLab Professional Services Terms located at https://about.gitlab.com/terms/#consultancy]
VAT ID	
GitLab Engineer	Paul Harrison
Requested by	Lea A. Enriquez Fernald Law Group leafernaldlawgroup.com 323.410.0321
From	Jamie Hurewitz VP of Legal, Commercial, IP and Compliance jhurewitz@gitlab.com 651.238.3246

1. Service Description

GitLab, Inc. ("GitLab") will provide data parsing and retention services regarding data on GitLab.com related to Pinscreen user activity.

2. Project Scope

GitLab shall perform the project activities listed in this exhibit solely for the purpose of parsing and retaining data related to Pinscreen subscriber usage:

A. Activity:

GitLab will export the entire Pinscreen project and retain it. Of particular interest, GitLab will retaining the ***rtl-app*** export taken May 31, 2019, which covers the entire lifespan (since March 23, 2017). This includes the repo and all commits, merges and history.

Task
Export the content of all existing Pinscreen projects and repositories (~4 hours)
Store all exports in Google Cloud (~1 year)

The schedule given is only an estimate and may be subject to change. All durations in this exhibit are assumed on accounting for the business days. Estimates provided in this document are based on rough estimation of project effort to be performed by GitLab's engineers. Certain activities, such as data queries and transfers, may take more or less time, and resources depending on the actual need as may be specified by the Customer. GitLab welcomes the opportunity to confirm these assumptions with you, and obtain more information about your expectations for this project. GitLab will be pleased to provide a revised proposal in a better position accordingly.

B. Deliverables

GitLab will export and store the contents of all Pinscreen's repositories under https://gitlab.com/pinscreen/ since the creation of the account ~~(March 2017)~~ July 2016. The contents of the branch master of https://gitlab.com/pinscreen/rtl-app.git repository as existed on August 1, 2017 will be included in this export.

C. GitLab's Obligations

GitLab shall retain the exported repository data for Pinscreen for a minimum of 1 year until otherwise notified by the Customer.

D. Customer's Obligations

- Provide timely access to office accommodations, facilities, equipment, assistance, cooperation, complete and accurate information and data to the extent necessary to provide a beneficial and effective training (collectively, "cooperation") are essential to the performance of any Services as set forth in this exhibit.
- GitLab will not be responsible for any deficiency in performing services if such deficiency results from the Customer's failure to provide full cooperation.
- During the performance of services, if GitLab requires access to other third-party products that are part of the Customer's systems, the Customer will be responsible for acquiring all such products and any applicable license rights as may be necessary for GitLab to access such products on the Customer's behalf.

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3. Rates, Estimated Fees and Payment

The services specified above are provided on a time and materials ("T&M") basis. The Customer shall pay GitLab for all of the time spent performing such services, plus materials, taxes and expenses. All costs listed below are based on the scope and assumptions included in this Statement of Work, and will become due in full after completion of the deliverables. The estimated fee for the service under this exhibit is **one thousand two hundred fifty dollars ($1,250)**. Below is the breakdown of the pricing:

Item	Cost
Export all Pinscreen repositories and history	$1000
Store exported Pinscreen data for 1 year	$250
TOTAL	**$1,250**

The above-stated pricing is based on the scope and assumptions set forth herein. In the event of a change of scope or assumptions, this pricing is subject to change. All fees and charges listed above shall be invoiced upon execution of this SOW. Travel related expenses shall be invoiced at the completion of the project.

Invoices shall be due and payable net thirty (30) days from the invoice date. All invoices shall be provided to the Customer's Billing Information contact listed above. Customer shall inform GitLab promptly in writing if there is any change to the information where the invoices should be sent. The customer ☐ does/ ☐ does not **(check one)** require a Purchase Order ("P.O.") in order to make payments to GitLab for all fees and expenses related to this project, as outlined in this SOW. If neither box is checked, Customer agrees that Gitlab is entitled to payment of invoices without the requirement of a P.O. authorizing payments. In the event that Customer checks the box indicating that a P.O. is required, then the Customer agrees to provide required P.O. to GitLab within ten (10) business days after the execution of the SOW by the Customer.

The customer is responsible for travel-related expenses incurred for the purpose of this engagement. If meetings or work are scheduled at the Customer premises, all reasonable travel, meals and living expenses shall be billable at the United States government rate and all such expenses shall be borne solely by Customer. Expenses for materials purchased specifically for Customer's benefit, if any, will be subject to prior written approval and charged to Customer at cost. Gitlab's policy for sponsored travel can be found at this URL: https://about.gitlab.com/handbook/travel-sponsored/

The fees set forth on this SOW are exclusive of all taxes, levies, or duties imposed by taxing authorities and the Customer shall be responsible for payment of any such taxes, levies or duties, excluding only taxes based solely on GitLab's net income. Accurate sales tax will be added to invoices when applicable.

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4. Project Management

Fernald Law Group and GitLab each agree to designate a project manager who shall work together with the other party's designated project manager to facilitate efficient delivery of services.

5. Project Assumptions

- Any activity or deliverable not expressly stated herein shall be deemed out of scope for purposes of this SOW, and is not included in the pricing set forth below.
- Access provisioning and deprovisioning to customer's environments will be handled according to customer's access control policies.
- All accounts provisioned should be named, i.e. no shared accounts.

6. Acceptance

The parties hereto, duly represented by an authorized signatory, for and behalf of the business entity it represents, hereby agree to and accept the terms set forth in this SOW, which is governed by the GitLab Service Terms and can be accessed at https://about.gitlab.com/terms/#consultancy and are fully incorporated by reference herein.

GitLab Inc.	**Fernald Law Group**
Company name	Company name
	Adam P. Zaffos
Full name	Full name
	Attorney for Dr. Iman Sadeghi
Title	Title
Signature	Signature
July 23, 2019	July 23, 2019
Date	Date

Doc ID: 34c894d37f88cf70ffdd6d975cd53822a4432334

HELLOSIGN

Audit Trail

TITLE	Please Sign - SOW - Fernald Law Group Engineering...
FILE NAME	Pinscreen Fernald...2019 - Signed.pdf
DOCUMENT ID	34c894d37f88cf70ffdd6d975cd53822a4432334
STATUS	Completed

Document History

SENT	**08/27/2019** 00:52:58 UTC	Sent for signature to Paul Machle (paul@gitlab.com) from bwilliamson@gitlab.com IP: 24.17.198.114
VIEWED	**08/27/2019** 00:56:18 UTC	Viewed by Paul Machle (paul@gitlab.com) IP: 73.158.152.189
SIGNED	**08/27/2019** 00:58:04 UTC	Signed by Paul Machle (paul@gitlab.com) IP: 73.158.152.189
COMPLETED	**08/27/2019** 00:58:04 UTC	The document has been completed.

Exhibit A - Statement of Work

Date	July 20, 2020
PO #	
Customer's Name	Fernald Law Group
Customer Billing Information	510 W 6th St, Suite 700 Los Angeles, CA 90014
Contract Information	The terms of this Statement of Work are subject to the GitLab Professional Services Terms located at https://about.gitlab.com/terms/#consultancy]
VAT ID	
GitLab Engineers	Paul Harrison, Kyle Smith
Requested by	Lea A. Enriquez Fernald Law Group leafernaldlawgroup.com 323.410.0321
From	Joel Krooswyk Solutions Architect Manager jkrooswyk@gitlab.com

1. Service Description

GitLab, Inc. ("GitLab") will provide data parsing and retention services regarding data on GitLab.com related to Pinscreen user activity.

2. Project Scope

GitLab shall perform the project activities listed in this exhibit solely for the purpose of parsing and retaining data related to Pinscreen subscriber usage:

A. Activity:

GitLab will continue to retain and store the entire Pinscreen group (since July 7, 2016). Of particular interest, GitLab will retain the ***rtl-app*** export taken May 31, 2019, which covers the entire lifespan for that project (commits began March 23, 2017). This includes the repo and all commits, merges and history.

	Task
	Store all exports in Google Cloud (1 year)

The schedule given is only an estimate and may be subject to change. All durations in this exhibit are assumed on accounting for the business days. Estimates provided in this document are based on rough estimation of project effort to be performed by GitLab's engineers. Certain activities, such as data queries and transfers, may take more or less time, and resources depending on the actual need as may be specified by the Customer. GitLab welcomes the opportunity to confirm these assumptions with you, and obtain more information about your expectations for this project. GitLab will be pleased to provide a revised proposal in a better position accordingly.

B. Deliverables

GitLab will continue to store the contents of all Pinscreen's repositories under https://gitlab.com/pinscreen/ since the creation of the group (July 2016). The contents of the branch master of https://gitlab.com/pinscreen/rtl-app.git repository as existed on August 1, 2017 will be included in this export.

C. GitLab's Obligations

GitLab shall retain the exported repository data for Pinscreen for a minimum of 1 year until otherwise notified by the Customer.

D. Customer's Obligations

- Provide timely access to office accommodations, facilities, equipment, assistance, cooperation, complete and accurate information and data to the extent necessary to provide a beneficial and effective training (collectively, "cooperation") are essential to the performance of any Services as set forth in this exhibit.
- GitLab will not be responsible for any deficiency in performing services if such deficiency results from the Customer's failure to provide full cooperation.
- During the performance of services, if GitLab requires access to other third-party products that are part of the Customer's systems, the Customer will be responsible for acquiring all such products and any applicable license rights as may be necessary for GitLab to access such products on the Customer's behalf.

Doc ID: 653ad222cda346046e760727b9858588b55cb515

3. Rates, Estimated Fees and Payment

The services specified above are provided on a time and materials ("T&M") basis. The Customer shall pay GitLab for all of the time spent performing such services, plus materials, taxes and expenses. All costs listed below are based on the scope and assumptions included in this Statement of Work, and will become due in full after completion of the deliverables. The estimated fee for the service under this exhibit is **two hundred fifty dollars ($250)**. Below is the breakdown of the pricing:

Item	Cost
Store exported Pinscreen data for 1 year	$250
TOTAL	**$250**

The above-stated pricing is based on the scope and assumptions set forth herein. In the event of a change of scope or assumptions, this pricing is subject to change. All fees and charges listed above shall be invoiced upon execution of this SOW. Travel related expenses shall be invoiced at the completion of the project.

Invoices shall be due and payable net thirty (30) days from the invoice date. All invoices shall be provided to the Customer's Billing Information contact listed above. Customer shall inform GitLab promptly in writing if there is any change to the information where the invoices should be sent. The customer ☐ does/ ☐ does not **(check one)** require a Purchase Order ("P.O.") in order to make payments to GitLab for all fees and expenses related to this project, as outlined in this SOW. If neither box is checked, Customer agrees that Gitlab is entitled to payment of invoices without the requirement of a P.O. authorizing payments. In the event that Customer checks the box indicating that a P.O. is required, then the Customer agrees to provide required P.O. to GitLab within ten (10) business days after the execution of the SOW by the Customer.

The customer is responsible for travel-related expenses incurred for the purpose of this engagement. If meetings or work are scheduled at the Customer premises, all reasonable travel, meals and living expenses shall be billable at the United States government rate and all such expenses shall be borne solely by Customer. Expenses for materials purchased specifically for Customer's benefit, if any, will be subject to prior written approval and charged to Customer at cost. Gitlab's policy for sponsored travel can be found at this URL: https://about.gitlab.com/handbook/travel-sponsored/

The fees set forth on this SOW are exclusive of all taxes, levies, or duties imposed by taxing authorities and the Customer shall be responsible for payment of any such taxes, levies or duties, excluding only taxes based solely on GitLab's net income. Accurate sales tax will be added to invoices when applicable.

Doc ID: 653ad222cda346046e760727b9858588b55cb515

4. Project Management

Fernald Law Group and GitLab each agree to designate a project manager who shall work together with the other party's designated project manager to facilitate efficient delivery of services.

5. Project Assumptions

- Any activity or deliverable not expressly stated herein shall be deemed out of scope for purposes of this SOW, and is not included in the pricing set forth below.
- Access provisioning and deprovisioning to customer's environments will be handled according to customer's access control policies.
- All accounts provisioned should be named, i.e. no shared accounts.

6. Acceptance

The parties hereto, duly represented by an authorized signatory, for and behalf of the business entity it represents, hereby agree to and accept the terms set forth in this SOW, which is governed by the GitLab Service Terms and can be accessed at https://about.gitlab.com/terms/#consultancy and are fully incorporated by reference herein.

GitLab Inc.	**Fernald Law Group**
Company name	Company name
Dale Brown	Adam P. Zaffos
Full name	Full name
PAO	Attorney at Law
Title	Title
Dale Brown	
Signature	Signature
July 20, 2020	July 23, 2020
Date	Date

Doc ID: 653ad222cda346046e760727b9858588b55cb515

HELLOSIGN

Audit Trail

TITLE	Fernald Law Group - GitLab Pro Services: Storage Renewal
FILE NAME	Pinscreen_Fernald...ineering) (1).pdf
DOCUMENT ID	653ad222cda346046e760727b9858588b55cb515
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Out For Signature

Document History

SENT	**07 / 21 / 2020** 19:13:33 UTC	Sent for signature to Dale Brown (dbrown@gitlab.com) and Lea Enriquez (lea@fernaldlawgroup.com) from cnicholson@gitlab.com IP: 71.196.230.89
VIEWED	**07 / 21 / 2020** 20:28:02 UTC	Viewed by Dale Brown (dbrown@gitlab.com) IP: 73.223.80.90
SIGNED	**07 / 21 / 2020** 20:28:46 UTC	Signed by Dale Brown (dbrown@gitlab.com) IP: 73.223.80.90
INCOMPLETE	**07 / 21 / 2020** 20:28:46 UTC	This document has not been fully executed by all signers.

California Secretary of State
Electronic Filing

FILED
Secretary of State
State of California

Corporation - Statement of Information

Entity Name:	GITLAB INC.
Entity (File) Number:	C3711243
File Date:	11/30/2020
Entity Type:	Corporation
Jurisdiction:	DELAWARE
Document ID:	GM33947

Detailed Filing Information

1. Entity Name: GITLAB INC.

2. Business Addresses:
   a. Street Address of Principal Office in California:
   268 BUSH STREET #305
   SAN FRANCISCO, California 94104
   United States of America

   b. Mailing Address:
   268 BUSH STREET #305
   SAN FRANCISCO, California 94104
   United States of America

   c. Street Address of Principal Executive Office:
   268 BUSH STREET #305
   SAN FRANCISCO, California 94104
   United States of America

3. Officers:
   a. Chief Executive Officer:
   SYTSE REINTS SIJBRANDIJ
   301 MISSION STREET #49A
   SAN FRANCISCO, California 94105
   United States of America

   b. Secretary:
   ROBIN SCHULMAN
   84 HILLTOP DRIVE
   SAN CARLOS, California 94070
   United States of America

Document ID: GM33947

California Secretary of State
Electronic Filing

Officers (cont'd):

c. Chief Financial Officer:

BRIAN ROBINS
36 COMBAHEE ROAD
HILTON HEAD ISLAND, South Carolina 29928
United States of America

4. Director: Not Applicable

Number of Vacancies on the Board of Directors: Not Applicable

5. Agent for Service of Process:

CORPORATION SERVICE COMPANY WHICH WILL DO BUSINESS IN CALIFORNIA AS CSC - LAWYERS INCORPORATING SERVICE (C1592199)

6. Type of Business: SOFTWARE DISTRIBUTION

By signing this document, I certify that the information is true and correct and that I am authorized by California law to sign.

Electronic Signature: DALE BROWN, PAO

Document ID: GM33947

ATTORNEY OR PARTY WITHOUT ATTORNEY *(Name, State Bar number, and address):*
FERNALD LAW GROUP, APC
ADAM P. ZAFFOS, ESQ. [SBN 217669]
510 WEST 6TH STREET, SUITE 700, L.A., CA 90014
TELEPHONE NO.: 323-410-0321 FAX NO.: 323-410-0330
E-MAIL ADDRESS: ADAM@FERNALDLAWGROUP.COM
ATTORNEY FOR *(Name)*: PLAINTIFF, DR. IMAN SADEGHI

FOR COURT USE ONLY

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES
STREET ADDRESS: 111 NORTH HILL STREET
MAILING ADDRESS: (SAME)
CITY AND ZIP CODE: LOS ANGELES, 90012
BRANCH NAME: STANLEY MOSK COURTHOUSE

PLAINTIFF/PETITIONER: DR. IMAN SADEGHI
DEFENDANT/RESPONDENT: PINSCREEN, INC., ET AL.

DEPOSITION SUBPOENA FOR PRODUCTION OF BUSINESS RECORDS

CASE NUMBER: BC709376

THE PEOPLE OF THE STATE OF CALIFORNIA, TO *(name, address, and telephone number of deponent, if known):*
Gitlab Inc. c/o Paul E. Machle 4128 24th Street, San Francisco, CA 94114

1. **YOU ARE ORDERED TO PRODUCE THE BUSINESS RECORDS described in item 3, as follows:**

To *(name of deposition officer)*: Express Network
On *(date)*: 11/27/2020 At *(time)*: 10:00 A.M.
Location *(address)*: 1605 W Olympic Blvd #800, Los Angeles, CA 90015

Do not release the requested records to the deposition officer prior to the date and time stated above.

a. ☑ by delivering a true, legible, and durable **copy** of the business records described in item 3, enclosed in a sealed inner wrapper with the title and number of the action, name of witness, and date of subpoena clearly written on it. The inner wrapper shall then be enclosed in an outer envelope or wrapper, sealed, and mailed to the deposition officer at the address in item 1.

b. ☐ by delivering a true, legible, and durable **copy** of the business records described in item 3 to the deposition officer at the witness's address, on receipt of payment in cash or by check of the reasonable costs of preparing the copy, as determined under Evidence Code section 1563(b).

c. ☐ by making the **original** business records described in item 3 available for inspection at your business address by the attorney's representative and permitting **copying** at your business address under reasonable conditions during normal business hours.

2. *The records are to be produced by the date and time shown in item 1 (but not sooner than 20 days after the issuance of the deposition subpoena, or 15 days after service, whichever date is later). Reasonable costs of locating records, making them available or copying them, and postage, if any, are recoverable as set forth in Evidence Code section 1563(b). The records shall be accompanied by an affidavit of the custodian or other qualified witness pursuant to Evidence Code section 1561.*

3. The records to be produced are described as follows *(if electronically stored information is demanded, the form or forms in which each type of information is to be produced may be specified):*

(SEE ATTACHMENT)

☑ Continued on Attachment 3.

4. **IF YOU HAVE BEEN SERVED WITH THIS SUBPOENA AS A CUSTODIAN OF CONSUMER OR EMPLOYEE RECORDS UNDER CODE OF CIVIL PROCEDURE SECTION 1985.3 OR 1985.6 AND A MOTION TO QUASH OR AN OBJECTION HAS BEEN SERVED ON YOU, A COURT ORDER OR AGREEMENT OF THE PARTIES, WITNESSES, *AND* CONSUMER OR EMPLOYEE AFFECTED MUST BE OBTAINED BEFORE YOU ARE REQUIRED TO PRODUCE CONSUMER OR EMPLOYEE RECORDS.**

DISOBEDIENCE OF THIS SUBPOENA MAY BE PUNISHED AS CONTEMPT BY THIS COURT. YOU WILL ALSO BE LIABLE FOR THE SUM OF FIVE HUNDRED DOLLARS AND ALL DAMAGES RESULTING FROM YOUR FAILURE TO OBEY.

Date issued: 11/06/2020

Adam P. Zaffos, Esq.
(TYPE OR PRINT NAME)

(SIGNATURE OF PERSON ISSUING SUBPOENA)

Attorney at Law
(TITLE)

(Proof of service on reverse)

Form Adopted for Mandatory Use
Judicial Council of California
SUBP-010 [Rev. January 1, 2012]

DEPOSITION SUBPOENA FOR PRODUCTION OF BUSINESS RECORDS

Code of Civil Procedure, §§ 2020.410–2020.440;
Government Code, § 68097.1
www.courts.ca.gov

PLAINTIFF/PETITIONER: DR. IMAN SADEGHI DEFENDANT/RESPONDENT: PINSCREEN, INC., ET AL.	CASE NUMBER: BC709376

PROOF OF SERVICE OF DEPOSITION SUBPOENA FOR PRODUCTION OF BUSINESS RECORDS

1. I served this *Deposition Subpoena for Production of Business Records* by personally delivering a copy to the person served as follows:
   a. Person served *(name)*:

   b. Address where served:

   c. Date of delivery:

   d. Time of delivery:

   e. (1) ☐ Witness fees were paid.
   Amount: . . . . . $ _____
   (2) ☐ Copying fees were paid.
   Amount: . . . . . $ _____

   f. Fee for service: . . . . . $ _____

2. I received this subpoena for service on *(date)*:

3. Person serving:
   a. ☐ Not a registered California process server.
   b. ☐ California sheriff or marshal.
   c. ☐ Registered California process server.
   d. ☐ Employee or independent contractor of a registered California process server.
   e. ☐ Exempt from registration under Business and Professions Code section 22350(b).
   f. ☐ Registered professional photocopier.
   g. ☐ Exempt from registration under Business and Professions Code section 22451.
   h. Name, address, telephone number, and, if applicable, county of registration and number:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

▶ _____
(SIGNATURE)

(For California sheriff or marshal use only)
I certify that the foregoing is true and correct.

Date:

▶ _____
(SIGNATURE)

SHORT TITLE:	CASE NUMBER:
SADEGHI v. PINSCREEN, ET AL.	BC709376

ATTACHMENT *(Number):* 3

(This Attachment may be used with any Judicial Council form.)

DEFINITIONS AND INSTRUCTIONS

1. "DOCUMENT" or "DOCUMENTS" shall have the broadest meaning consistent with California Code of Civil Procedure Section 2031.010 et seq., and shall include, by way of illustration only and not by way of limitation, the following: computer files, software code, text files, binary files, images, audio files, videos, and electronically stored information.

2. If any DOCUMENT responsive to the requests set forth below exist in an electronic or computer format, such DOCUMENTS are to be produced in their native format (except that encrypted documents shall be produced in unencrypted form), along with a description of all programs that were used to create the DOCUMENT and that can be used to view the DOCUMENT.

(If the item that this Attachment concerns is made under penalty of perjury, all statements in this Attachment are made under penalty of perjury.)

SHORT TITLE:	CASE NUMBER:
SADEGHI v. PINSCREEN, ET AL.	BC709376

ATTACHMENT *(Number):* 3

(This Attachment may be used with any Judicial Council form.)

DOCUMENTS TO BE PRODUCED

1) Any and all DOCUMENTS stored in branch "master" of https://gitlab.com/pinscreen/rtl-app.git as existed on August 1, 2017.

2) Any and all DOCUMENTS stored at https://gitlab.com/pinscreen/rtl-app.git from February 2, 2017 to August 1, 2017.

(If the item that this Attachment concerns is made under penalty of perjury, all statements in this Attachment are made under penalty of perjury.)

EXPRESSNETWORK
A LEGAL SUPPORT NETWORK COMPANY

1605 W. Olympic Blvd., # 800, Los Angeles, CA 90015
Phone: (213) 835-2770 Fax: (888) 965-9340

DECLARATION OF CUSTODIAN OF RECORDS

REGARDING: **BUSINESS RECORDS**

DOB (or other ID):SSN:

LOCATION: **Gitlab Inc. c/o Paul E. Machle**
4128 24th Street, San Francisco CA, 94114

I, the undersigned, being the duly authorized Custodian of Records and having authority to certify the records declare the following: That these records are kept in the regular course of business and such business is a type of business in which it is customary to keep such records; the records were prepared by personnel of the business with actual knowledge of the matters stated in the records and that the entries contained in the attached records were made at or near the time of the acts, conditions or events described.

[X] **CERTIFICATION OF RECORDS**

records delivered on Friday, Nov. 10, 2020 EJ

The ~~attached copy~~ is a true, legible and durable copy of the records described in the Subpoena Duces Tecum, Deposition Subpoena for Production of Business Records or Authorization to Release Records, Pursuant to Evidence Code Section 1560(b). **OR** The original records described in Subpoena Duces Tecum, Deposition Subpoena for Production of Business Records or Authorization to Release REcords were delivered to the attorney or the attorney's representative for copying at the witness' place of business pursuant to Evidence Code Section 1560(e). Certain Records were omitted because: n/a

X-RAYS, If subpoenaed
❑ I have no X-Rays or other diagnostic films.

BILLING, If subpoenaed
❑ I have no BILLING records. Please explain:

[ ] **CERTIFICATION OF NO RECORDS**

That a thorough search of our files revealed no documents, records or other materials called for in the Subpoena and that no such records exist with the information provided. (Please give a detailed explanation)

I DECLARE UNDER THE PENALTY OF PERJURY AND UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FORGOING IS TRUE AND CORRECT

Executed on: 2020 / 12 / 09 at, Danville, California.

Custodian Name: Eric Johnson, GitLab EVP of Engineering Signature: Eric Johnson

Custodian Phone #: 415-761-1791

Approved to Sign by GitLab Legal
Lynsey Sayers/sc
2020.12.08

Doc ID: f98eb748ae91495f0c3830de1e9c0ffaa984184d

HELLOSIGN

Audit Trail

TITLE	GitLab - EJ Declaration as Custodian of Records
FILE NAME	C103946-01 - Decl...ready to sign.pdf
DOCUMENT ID	f98eb748ae91495f0c3830de1e9c0ffaa984184d
AUDIT TRAIL DATE FORMAT	YYYY / MM / DD
STATUS	● Completed

Document History

SENT	**2020** / **12** / **09** 18:56:50 UTC	Sent for signature to Eric Johnson (ejohnson@gitlab.com) from schia@gitlab.com IP: 47.221.159.74
VIEWED	**2020** / **12** / **09** 18:59:17 UTC	Viewed by Eric Johnson (ejohnson@gitlab.com) IP: 24.6.120.3
SIGNED	**2020** / **12** / **09** 18:59:54 UTC	Signed by Eric Johnson (ejohnson@gitlab.com) IP: 24.6.120.3
COMPLETED	**2020** / **12** / **09** 18:59:54 UTC	The document has been completed.