

**CODECOV ENTERPRISE (CCE) LICENSE
ORDER FORM**

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6639 Pirate Perch Tr.,
Lakewood Ranch, FL 34202
("Codecov")

Effective Date: _____

Customer: _____

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Authorized
Representative:

Codecov Enterprise License:

Software: **Codecov Enterprise ("CCE")**

Software Version: _____

Permitted User Accounts: _____

Additional Seats: **Please contact us**

Annual License Fee: US\$ _____

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Term of Agreement: _____

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CCE END-USER LICENSE AGREEMENT ("EULA")

The following End User License Agreement (the "EULA") forms a legally binding contract between you and Codecov, LLC ("Codecov"). This EULA governs your access to and use of the Codecov Enterprise (CCE) application software and any updates thereto (collectively, the "Software").

1. Software

The Software is intended to be installed behind your firewall, and provides developer tools to help improve code quality through coverage metrics. The Software integrates into the development test workflow to ensure new code or adjusted code is tested and to expose areas of code that are lacking in tests.

2. Your License to Use the Software

The Software is licensed, not sold. Subject to and conditioned upon your compliance with this EULA, Codecov hereby grants you, and you accept, a nonexclusive, nontransferable, revocable license to access, use and run the Software in compiled executable form for use solely in connection with your internal code development and for the number of named users specified on the Order Form that accompanies this EULA. Your limited right of use will automatically expire upon the termination of this EULA.

3. Restrictions on Your Use

You are only authorized to use or access the Software in connection with your internal code development. You are expressly not authorized to use the Software as a service bureau or otherwise for the benefit of a third party. You shall not rent, lease, loan or otherwise in any manner provide or distribute the Software or any copy thereof to any third party. You will not, nor will you attempt to, misappropriate any data or information from the Software; disrupt the functioning of the Software; or otherwise act in a manner that interferes with Codecov's operation of the Software or with the use of the Software by others. You shall not modify any software licensed to you in any manner or form, nor use any such software that has been modified by someone other than Codecov or its authorized agent or representative, in order to obtain unauthorized access to the Software or for any other purpose. You shall not attempt to, or encourage or assist another person to, decompile, reverse engineer, disassemble, remove, alter, circumvent, or otherwise tamper with any security technology, software, or rights management information contained within the Software or in any software used to enable the Software. You shall not modify or remove any copyright, trademark or other proprietary rights notice on any software or other materials contained within the Software. You shall not access or use the Software to submit or transmit any computer viruses, worms, defects, Trojan horses or other items of a destructive nature or to send any commercial solicitation or spam (whether commercial in nature or not). You

shall not exploit the Software in any unauthorized way whatsoever, including, without limitation, by trespass or burdening server or network capacity or Software infrastructure (including transmitting files containing viruses, corrupted files, spyware, adware, or any other software or programs, or deploying "spiders," "web-bots," "screen-scrapers," or "web crawlers" that may damage or adversely affect server or network capacity or Software infrastructure). You may face civil or criminal liability, including substantial fines and penalties, for any violations of system or network security.

4. Right to Modify, Suspend or Terminate Software

Codecov may at any time without notice modify or update the Software, and Codecov will not be liable to you or to any third party should it exercise such right. Additionally, Codecov may require you to download and install a new version of the Software to your system; if you do not install such new version, your use of the Software may be suspended or terminated.

5. Term

This EULA is effective upon your downloading, installing, accessing or using the Software and will continue until terminated. This EULA will automatically terminate upon breach by you of any obligation or restriction arising under this EULA. Breach will be effective thirty (30) days following Codecov's written notice of breach unless you cure such breach to the reasonable satisfaction of Codecov within such thirty (30) day period. In the event of termination you must delete the Software from your device.

Notwithstanding any remedies that may be available under any applicable law, Codecov may temporarily or permanently deny, limit, suspend, or terminate your use of the Software, with or without notice, if Codecov believes that: (1) you have abused your rights to use the Software; or (2) you have breached this EULA; or, (3) you have performed any act or omission that violates any applicable law, rules, or regulations; or, (4) you have performed any act or omission which is harmful or likely to be harmful to Codecov, or any other third party, including other users, customers or suppliers of Codecov; or, (5) you made use of the Software to perform an illegal act, or for the purpose of enabling, facilitating, assisting or inducing the performance of such an act; or (6) Codecov, in its sole discretion, believes that it has insufficient rights to provide the Software.

6. Enforcement of EULA

Codecov reserves the right to take steps that it believes are reasonably necessary or appropriate to enforce and/or verify compliance with this EULA.

7. Intellectual Property

All right, title and interest, including copyrights, trademarks, trade names, service marks, trade secrets and other intellectual property rights, and any goodwill associated therewith, in and to the Software, including computer code, graphic design, lay-out and the user interfaces of the Software, are owned by, or licensed to Codecov. You may not use the Software for any purpose or in any manner that violates this EULA or that infringes the rights of Codecov or any other party. Any and all rights to the Software not expressly granted to you in this EULA are hereby reserved by Codecov and/or its licensors.

8. Patent Policy Statement

Neither this EULA, nor any act by Codecov or its affiliates pursuant to this EULA or relating to the Software shall provide to you any license or any other rights whatsoever under any patents of Codecov or its affiliates, and nothing herein shall limit Codecov's or its affiliates' ability to assert their respective intellectual property rights. You understand and agree that this EULA do not grant any right to practice, or any other right at all with respect to, any patent of Codecov or its affiliates. You agree not to contend in any context that, as a result of this EULA or the provision of the Software by Codecov hereunder, either Codecov or any of its affiliates has any obligation to extend, or you have obtained any right to, any license, whether express or implied, with respect to any patent of Codecov or its affiliates for any purpose.

9. Suggestions and Improvements.

By sending any ideas, suggestions, questions, documents or proposals ("Feedback") to Codecov, you agree that: (i) your Feedback does not contain (a) the confidential or proprietary information of third parties, (b) material that is obscene, threatening, libelous, unlawful, tortuous, harmful to children, or violative of third party privacy rights, or (c) harmful code, files, scripts, agents or programs; (ii) Codecov is under no obligation of confidentiality, express or implied, with respect to the Feedback; (iii) Codecov may have something similar to the Feedback already under consideration or in development; and (iv) you grant Codecov an irrevocable, non-exclusive, royalty-free, perpetual, worldwide right and license to use, exploit, modify, publish, distribute, publicly display, create derivative works of and sublicense the Feedback.

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CODECOV USES REASONABLE COMMERCIAL EFFORTS TO TEST THE SOFTWARE, AND WARRANTS THAT THE SOFTWARE WILL PERFORM IN ALL MATERIAL RESPECTS IN ACCORDANCE WITH ITS PUBLISHED DOCUMENTATION. IN THE EVENT THE SOFTWARE DOES NOT PERFORM IN ACCORDANCE WITH THIS EXPRESS WARRANTY, CODECOV'S SOLE OBLIGATION IS TO MODIFY THE SOFTWARE SO THAT IT PERFORMS IN ACCORDANCE WITH THIS WARRANTY AS SOON AS REASONABLY PRACTICABLE. SUBJECT TO THE FOREGOING, CODECOV DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND AGAINST INFRINGEMENT OF THIRD PARTY RIGHTS. CODECOV DOES NOT WARRANT OR GUARANTEE THAT THE USE OF THE SOFTWARE WILL NOT CAUSE ANY DAMAGE TO YOUR DEVICE OR TO ANY SERVICES PROVIDED TO YOUR DEVICE OR APPLICATIONS AND CONTENT THAT RESIDE ON YOUR DEVICE.

YOU AGREE AND ACKNOWLEDGE THAT THE USE, SUITABILITY, AVAILABILITY AND PERFORMANCE OF THE SOFTWARE IS ENTIRELY, OR TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AT YOUR OWN RISK.

CODECOV DOES NOT WARRANT OR GUARANTEE THAT THE SOFTWARE WILL OPERATE IN AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE MANNER, OR THAT THE SOFTWARE WILL ALWAYS BE AVAILABLE OR FREE FROM HARMFUL COMPONENTS, OR ERRORS, OR THAT THE SOFTWARE OR ANY USE OF THE SOFTWARE BY YOU WILL BE IMMUNE FROM UNAUTHORIZED ACCESS OR USE.

CODECOV DOES NOT WARRANT, GUARANTEE OR MAKE ANY REPRESENTATIONS THAT YOU WILL FIND THE SOFTWARE SUITABLE FOR YOUR NEEDS.

11. Limitation of Liability

CODECOV, INCLUDING ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, SUB-CONTRACTORS, AGENTS, PARENT COMPANIES, SISTER COMPANIES, SUBSIDIARIES AND OTHER AFFILIATES (THE "CODECOV PARTIES") WILL NOT BE LIABLE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FOR ANY DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGE, OR ANY OTHER DAMAGE, LOSS (INCLUDING LOSS OF PROFIT, LOSS OF DATA AND WORK STOPPAGE), COSTS, EXPENSES OR PAYMENTS, REGARDLESS OF THE ALLEGED LIABILITY OR FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, INCLUDING NEGLIGENCE, INTELLECTUAL PROPERTY INFRINGEMENT, PRODUCT LIABILITY AND STRICT LIABILITY, THAT MAY RESULT FROM, OR IN CONNECTION WITH, THE USE OR THE INABILITY TO USE THE SOFTWARE, OR FROM ANY FAILURE, ERROR, OR DOWNTIME IN THE FUNCTION OF THE SOFTWARE, OR FROM ANY FAULT OR ERROR MADE BY CODECOV'S STAFF, OR FROM ANY COMMUNICATION WITH CODECOV OR FROM ANY DENIAL OR CANCELLATION OF YOUR SOFTWARE, REGARDLESS OF WHETHER CODECOV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES (COLLECTIVELY, "EXCLUDED CLAIMS"). IF YOU ARE DISSATISFIED WITH THE SOFTWARE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE ACCESS AND USE OF THE SOFTWARE. SHOULD THE FOREGOING LIMITATION OF LIABILITY BE DEEMED UNENFORCEABLE FOR ANY REASON, THEN IN NO EVENT SHALL THE TOTAL CUMULATIVE LIABILITY OF CODECOV REGARDING ANY AND ALL EXCLUDED CLAIMS EXCEED AMOUNTS PAID BY YOU TO CODECOV FOR THE SOFTWARE.

BY ACCESSING OR USING THE SOFTWARE, YOU ACKNOWLEDGE THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE UNKNOWN OR UNSUSPECTED. ACCORDINGLY, YOU AGREE TO WAIVE THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, WHICH PROVIDES THAT "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR," AS WELL AS ANY SIMILAR APPLICABLE LAW.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO THE EXTENT ANY SUCH JURISDICTION'S LAW IS APPLICABLE TO THIS EULA, IN WHICH CASE THE CODECOV'S PARTIES' LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

12. Indemnification

You hereby agree to defend, indemnify and hold the Codecov Parties and anyone acting on their behalf, harmless from and against any claim, action, or demand asserted by any third party and arising from, or otherwise related to, your use of the Software, or your breach of this EULA. In such cases, you will reimburse Codecov for any expenses, including court fees, attorney fees and the damages (actual and consequential), which Codecov might incur.

13. Compliance with Export Restrictions

By downloading and using the Software, you agree that you are solely responsible for complying with all United States export control regulations, including the Export Administration Regulations ("EAR"), and sanctions programs, including those administered by the United States Treasury Department's Office of Foreign Assets Controls ("OFAC"), and all other applicable international trade regulations. You agree that you will not download or use the Software without all required approvals in any proscribed destination (including Cuba, Iran, Libya, North Korea, North Sudan, and Syria), on behalf of any proscribed entity or person, for any proscribed end use, or in any other manner contrary to these export regulations and sanctions programs. By downloading or using the Software, you represent, warrant and certify that you are not a proscribed end-user or utilizing the Software for a proscribed end use under these regulations. This assurance shall survive the expiration or termination of this EULA.

14. No Waiver; Force Majeure

The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder will not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches. Codecov will be excused from performing under this Agreement to the extent that it is unable to perform due to extraordinary causes beyond its control, including but not limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, communication line failure, and power failures.

15. Governing Law, Jurisdiction

This EULA will be governed by and construed in accordance with the laws of the State of Florida, U.S.A. without giving effect to any choice of law or conflict of law rules or provisions, whether Federal, or of the State of Florida or of any other jurisdiction, which would result in the application of the laws of a jurisdiction other than the State of Florida. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this EULA.

Except with respect to any disputes or claims not subject to arbitration (as set forth below), you agree to resolve any dispute or claim that you may have against Codecov and to submit to personal jurisdiction in the exclusive jurisdiction of state and federal courts in Manatee County, Florida.

You agree that, regardless of any statute or law to the contrary, you must file any claim or cause of action arising out of or related to use of the Software or this EULA within one (1) year after such claim or cause of action arose, or you shall be forever barred from filing such claim or cause of action.

To the fullest extent permitted by applicable law, you agree that any and all disputes, claims, and causes of action you may have in connection with or related to the Software will be resolved individually, without resort to any form of class action.

16. Arbitration

IT IS IMPORTANT THAT YOU READ THIS ARBITRATION CLAUSE. IT PROVIDES THAT YOU WILL BE REQUIRED TO SETTLE ANY CLAIM OR DISPUTE THROUGH ARBITRATION, EVEN IF YOU WOULD PREFER TO LITIGATE SUCH CLAIMS BEFORE A JURY. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT, SUCH AS DISCOVERY OR THE RIGHT TO APPEAL THE DECISION MAY NOT BE AVAILABLE IN ARBITRATION OR MAY BE LIMITED. Any dispute relating to this EULA shall be submitted to binding arbitration in Manatee County, Florida, except that Codecov may seek injunctive or other relief from a court of competent jurisdiction if you have violated or threatened to violate any intellectual property rights. All matters relating to arbitration shall be governed by the Federal Arbitration Act. Arbitration shall be conducted in the English language by a single arbitrator under the then prevailing Consumer Rules of the American Arbitration Association ("AAA"). No award of exemplary, special, consequential or punitive damages shall be permitted. The arbitrator's award shall be binding and may be entered as a judgment and enforceable in any court of competent jurisdiction. An arbitration award and any judgment confirming it only applies to the arbitration in which it was awarded and can't be used in any other case except to enforce the award itself.

This EULA do not permit class arbitrations even if AAA procedures or rules would. The arbitrator may award monetary or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. IF THIS PROHIBITION ON CLASS ARBITRATIONS IS DEEMED UNENFORCEABLE UNDER APPLICABLE STATE LAW, THEN THE ENTIRE ARBITRATION CLAUSE OF THESE TERMS SHALL BE DEEMED UNENFORCEABLE AND ANY CLASS CLAIMS SHALL BE BROUGHT AND ADJUDICATED IN A COURT OF COMPETENT JURISDICTION. IN NO CIRCUMSTANCE SHALL CLASS CLAIMS BE BROUGHT OR ADJUDICATED IN ARBITRATION. If there is a conflict between the EULA and any arbitration rules, the EULA shall control.

If you have a claim that arises from or relates to the Software or the enforceability of this EULA, before initiating, joining, or participating in any lawsuit, arbitration, or other legal proceeding, you shall give Codecov: (1) a written notice of the claim (a "Claim Notice"), at least 30 days before initiating any such proceeding, explaining in reasonable detail the nature of the claim and any supporting facts; and (2) a reasonable good faith opportunity to resolve the claim without the necessity of a lawsuit, arbitration, or other legal proceeding. Any Claim Notice directed to Codecov shall be sent to Codecov LLC, Attn: President, 6639 Pirate Perch Tr., Lakewood Ranch, FL 34202.

17. Interpretation

The paragraph headings herein are solely for the sake of convenience and will not be applied in the interpretation hereof.

18. Severability

If any provision of this EULA is held by a court of competent jurisdiction to be illegal, invalid, unenforceable, or otherwise contrary to law, the remaining provisions of this EULA will remain in full force and effect.

19. Assignment

You are not permitted to assign this EULA nor transfer any of your rights or obligations under this EULA to any third party. Any attempt to sublicense, assign or transfer any of your rights, duties or obligations hereunder is void. We can assign this Agreement in its entirety, upon notice to you but without the requirement to obtain consent, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of our business assets.

20. Entire Agreement

This EULA constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any proposals or prior agreement, oral or written, and any other communications relating to the subject matter of this EULA. Any translation of this EULA is done for local requirements and in the event of a dispute between the English and any non-English version, the English version of this EULA shall control. No course of dealing or usage of trade may be used to modify this EULA.