END USER LICENSE AGREEMENT ADDENDUM

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5. Representations and Warranties. You represent and warrant that you: (i) have the legal capacity to enter into contracts under the law of the jurisdiction in which you are domiciled; (ii) are not on a list of persons barred you from receiving services under U.S. laws (including, without limitation, the Denied Persons List and the Entity List issued by the U.S. Department of Commerce, Bureau of Industry and Security) or other applicable jurisdiction; (iii) are not a resident of Cuba, Iran, North Korea, Sudan or Syria; (iv) you have the full right, power, and authority to enter into this Addendum and to perform the acts required of you hereunder; (v) your performance of your obligations and duties hereunder do not and will not violate any agreement to which you are a party or by which you are otherwise bound; and (vi) this Addendum will constitute your legal, valid and binding obligation, enforceable against you in accordance with its terms.

6. Confidentiality.

(a) Except as otherwise set forth in this Addendum, you agree that all code, inventions, know-how, business, technical, financial, and other information related to Codenvy's

business disclosed to you by or on behalf of Codenvy constitute the confidential property of Codenvy ("**Confidential Information**"), provided that the confidential nature of such information is reasonably apparent from the circumstances of disclosure or the nature of such information, or that such information is identified as confidential at the time of disclosure. Any Codenvy Technology and any performance information relating to any Codenvy Software shall be deemed Confidential Information of Codenvy without any marking or further designation. Except as expressly authorized herein, you will hold in confidence and not use (except as necessary to exercise its rights or fulfill its obligations under this Addendum) or disclose any Confidential Information. You acknowledge that unauthorized disclosure or use of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure or use by you Codenvy shall be entitled to appropriate equitable relief in addition to whatever other remedies it might have at law.

(b) Confidential Information does not include any information that: (i) was already known through lawful means by you without an obligation of confidentiality before disclosure under the EULA as evidenced by your written records predating the disclosure; (ii) is generally available to the public on or after the date of disclosure other than through your breach of this Addendum; (iii) was rightfully received by you without restriction on disclosure from a third party entitled to make such a disclosure (except that this exception applies only after you receive the information from the third party); (iv) was independently developed by you without use of or reference to any of Codenvy's Confidential Information as directly evidenced by you written records created contemporaneously with such independent development; or (v) is approved for release or disclosure by written authorization of Codenvy.

(c) You may comply with an order from a court or other governmental body of competent jurisdiction and disclose the Confidential Information in compliance with that order (such disclosure, a "**Compelled Disclosure**") provided that you shall: (i) give Codenvy prior notice of such disclosure if the time between that order and such disclosure reasonably permits or, if time does not permit, gives Codenvy notice of such disclosure promptly after complying with that order, in each and every case, to the extent such notice is not prohibited by law; and (ii) fully cooperate with Codenvy, at Codenvy's cost and expense, in seeking a protective order, confidential treatment, or taking other measures to oppose or limit such disclosure. You must not release any more of the Confidential Information than is reasonably necessary to comply with that order.

(d) Upon termination or expiration of the EULA or Codenvy's written request, you shall immediately: (i) cease using all of the Confidential Information; and (ii) return or destroy all copies of the Confidential Information (at the election of Codenvy) held or controlled by you in tangible form, or if stored electronically, shall destroy or erase all such Confidential

Information so stored. Upon Codenvy's request, you shall certify to Codenvy in writing that you have fully complied with your obligations under this Section 8.

7. Disclaimer.

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8. Limitation of Liability.

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9. Indemnification. At your sole cost and expense, you agree to defend and hold harmless Codenvy and its affiliates, officers, directors, stockholders, employees, consultants, representatives, agents, successors and assigns (the "**Indemnitees**") in any action or claim brought by an unaffiliated third party (each, a "**Claim**"), and to indemnify Codenvy and its Indemnitees from and against any and all losses, liabilities, sums of money, damages, expenses, and costs arising from such Claim (including, but not limited to, reasonable attorneys' fees, and in each case only to the extent payable to an unaffiliated third party), where such Claim relates directly to: (i) your intentional misconduct or violation of any applicable law or (ii) any alleged infringement, violation or misappropriation of any intellectual property right of any third party by you or through your Account.

10. General

Nothing in this Addendum shall prevent Codenvy from seeking injunctive relief with respect to a violation of intellectual property rights, confidentiality obligations or enforcement or recognition of any award or order, in any appropriate jurisdiction. The terms of the United Nations Convention on Contracts for the International Sale of Goods do not apply to this Addendum. The Uniform Computer Information Transactions Act (UCITA) shall not apply to this Addendum regardless of when or where adopted. To the extent there is any conflict between the terms of the EULA and the terms of this Addendum, the terms of this Addendum shall prevail with respect to the Codenvy Software.

Codenvy's address, phone number, and email contact information to which you may direct questions, comments, or any notice to be provided under this Addendum are as follows: 325 9th Street, San Francisco, CA 94107.