

SONARQUBE TERMS AND CONDITIONS

This Agreement is entered into by and between SonarSource and Client to govern Client's installation and use of SonarQube Products and related Support.

1. DEFINITIONS

- 1.1 **"Active Version"** means (i) the most recent version of the Product; (ii) the version preceding the most recent version of the Product; (iii) the most recent LTA version of the Product; or (iv) the LTA version preceding the most recent LTA version of the Product, but only for a 6-month period after the most recent LTA version is released.
- 1.2 **"Agreement"** means these SonarQube Terms and Conditions.
- 1.3 **"Authorized Contact(s)"** means the person or group of people Client designates to contact SonarSource for Support.
- 1.4 **"Authorized Use"** means Client's installation and operation of a Product to analyze code on each SonarQube Instance for which it has obtained a License Key.
- 1.5 **"Client"** means the entity or person that has purchased a License for a Product or Support, or who will be using the License in accordance with their Authorized use. The term "Client" when interpreting the scope of a License or Authorized Use includes affiliates of Client, as well as any persons granted access to a Product by Client or its affiliates for their Authorized Use.
- 1.6 **"Commencement Date"** means the date that SonarSource sends a License Key to Client.
- 1.7 **"Community Edition"** means the open-source SonarQube and SonarLint software that is available free of charge under a GNU Lesser GPL license (Version 3) via the Website. The Community Edition is not covered by this Agreement.
- 1.8 **"Intellectual Property"** means all present and future intellectual and industrial property rights, whether obtained or conferred by registration, automatically, by statute, by common law or in equity; and wherever existing or created.
- 1.9 **"License"** means a license for Client to use a Product for an approved SonarQube Instance for a set period of time from the Commencement Date, subject to this Agreement.
- 1.10 **"License Key"** means the key that SonarSource provides to activate the Product for a specified period of time on a specified SonarQube Instance in accordance with its License.
- 1.11 **"Lines of Code"** means the addition of the lines of code for each project analyzed in a SonarQube Instance. The lines of code of a project are found by the SonarQube software during the analysis of a project by counting the lines of code of the largest branch analyzed for that project. They are not cumulative when the same project is re-analyzed.
- 1.12 **"LTA"** means the then-current long-term Active Version of a Product, as described on the Website.
- 1.13 **"Party"** means SonarSource or Client individually, and **"Parties"** means SonarSource and Client together.
- 1.14 **"Product"** means a commercial edition of the SonarQube software that SonarSource offers for a fee, as listed on the Website. The Community Edition is not a Product under this definition.
- 1.15 **"SonarQube Instance"** means the server that Client identifies to be licensed under this Agreement.
- 1.16 **"SonarSource"** means SonarSource SA, a Swiss company registered in Switzerland under UID No. CHE-114.587.664 with a mailing address of P.O. Box 765, CH-1215, Geneva 15, Switzerland.
- 1.17 **"Support"** means access to SonarSource's online support offering, as described on the Website.
- 1.18 **"Updates"** means all new features, improvements, or bug fixes that are provided for a Product.
- 1.19 **"Website"** means SonarSource's website at www.sonarsource.com and its sub-domain webpages.

2. PRODUCT EVALUATION

Client may request a temporary License Key to evaluate a Product for a trial period prior to purchasing. SonarSource may accept or decline such a request at its own discretion.

3. SUPPORT

If Client has purchased Support or is otherwise entitled to receive Support based on the License that Client has purchased, SonarSource will provide Support in accordance with the Support terms set forth on the following page of the Website: <https://www.sonarsource.com/legal/support-terms/>. In order to receive Support, Client must operate an Active Version of the Product.

4. DELIVERY AND PAYMENT

- (a) Promptly following Client's purchase of a License, SonarSource will provide Client with a License Key.
- (b) SonarSource will generally invoice Client at the time it provides a License Key. Client shall pay undisputed invoices (plus any applicable VAT or sales tax) by an electronic funds transfer to be received in SonarSource's account within thirty (30) days of receipt unless the Parties have agreed otherwise in writing. If an invoice is not timely settled in full, SonarSource may, at its reasonable discretion:
 - (i) deactivate any License Key upon five (5) business days' prior notice;
 - (ii) stop providing Support; and

- (iii) terminate this Agreement for cause in accordance with Section 14.
- (c) Any payment, once received, is non-refundable, subject to any other specific provisions in this Agreement.
- (d) If Client purchases through an authorized reseller, then Section 4(b) and 4(c) will not apply and all payment, invoicing, and credit terms for the purchase will be as agreed between Client and the authorized reseller.

5. INTELLECTUAL PROPERTY RIGHTS

- (a) Subject to the terms, conditions, and limitations of this Agreement, SonarSource grants Client a worldwide, non-exclusive, non-transferable, non-sublicensable and revocable License for (i) the Authorized Use of a Product on the SonarQube Instance for which the License was purchased, (ii) the testing, staging, and disaster recovery of a Product on a SonarQube Instance, and (iii) if purchased or included, the receipt by an Authorized Contact of Support for a qualifying Product. The License is limited to a maximum Lines of Code and an annual term. No rights, licenses or warranties are provided to any of SonarSource's Intellectual Property rights, save as are covered by the License to use any Products and receive any Support that are provided for by this Agreement. Client undertakes to comply with and not to challenge or misuse any of SonarSource's Intellectual Property rights.
- (b) SonarSource shall indemnify, defend, and hold harmless Client and its officers, directors, and employees against any damages awarded in respect of any claims, judgments, actions, suits, proceedings, demands, liabilities, costs, losses, damages, and expenses (including reasonable attorneys' fees) arising out of or relating to any third-party claim that a Product infringes or misappropriates a third-party's Intellectual Property right ("**Infringement Claim**"). SonarSource's obligations under this Section 5(b) shall not apply to the extent an Infringement Claim is based on or arises from (i) a combination or use of a Product with hardware, software, or other materials not provided by SonarSource; (ii) the modification of a Product by anyone other than SonarSource or its authorized agents; (iii) the use of a Product not in accordance with its documentation or this Agreement; (iv) any allegation based upon actions against, or taken by, Client prior to the Commencement Date; or (v) any Infringement Claim that does not specifically allege that a Product is the basis for the claim.
- (c) In the event of an Infringement Claim, SonarSource shall be entitled, at its own expense and option, to either (i) procure the right for Client to continue utilizing the Product features at issue; (ii) modify the Product to render the Product non-infringing; or (iii) replace the Product with an equally suitable, functionally equivalent, compatible, non-infringing product. The foregoing indemnity shall only be given on condition that (a) Client gives notice to SonarSource of any Infringement Claim immediately upon becoming aware of the same; (b) Client gives SonarSource the sole right to conduct the defense of any claim or action, or the negotiation of any settlement, in respect of an Infringement Claim and does not at any time admit liability or otherwise settle or compromise or attempt to settle or compromise the Infringement Claim except upon the express written instructions of SonarSource; and (c) Client acts in accordance with SonarSource's reasonable instructions and gives SonarSource assistance as it shall reasonably require in respect of the conduct of the defense, including the filing of all pleadings and other court processes and the provision of all relevant documents. The foregoing indemnity sets forth Client's sole and exclusive remedy from SonarSource for any claim, demand, proceeding or action by a third party in relation to an Infringement Claim.

6. PERSONAL INFORMATION

Client may choose to disclose the name and work email address of certain of its employees in connection with this Agreement. In such cases, SonarSource will process such personal information as a data controller in accordance with the privacy notice published on the Website and in accordance with applicable data privacy laws.

7. CONFIDENTIALITY

"Confidential Information" means all non-public information, materials, documentation, or data, relating to a Party's business, which is disclosed by one Party ("**Discloser**"), or received by the other Party ("**Recipient**"), in connection with this Agreement, and which is clearly identified or marked as confidential or proprietary at the time of delivery to Recipient or which a reasonable person would understand to be confidential or proprietary. Recipient undertakes to (i) protect the confidentiality of the Confidential Information with at least the same degree of care as it applies to its own Confidential Information of a similar nature, but in no event less than a reasonable degree of care; (ii) only use Confidential Information for purposes consistent with its rights and obligations under this Agreement; (iii) not reverse engineer or decompile Confidential Information; and (iv) not disclose Confidential Information to any third-party other than its employees, consultants, vendors or advisors who have a need to know and who are bound by confidentiality and non-use obligations no less restrictive than those set forth herein. Confidential Information shall not include any information which: (a) Recipient already knew at the time of disclosure; (b) is generally available to the public or becomes publicly known through no wrongful act of Recipient; (c) Recipient received from a third-party who had a legal right to provide it; and/or (d) Recipient developed independently of any knowledge of or access to any of Discloser's Confidential Information. Either party may disclose Confidential Information if required by law or regulatory authorities, provided that, so far as it is lawful to do so, Recipient gives prompt notice to Discloser, so that Discloser may contest the requirement to provide such

information. Upon Discloser's written request, Recipient will return or destroy all Confidential Information in Recipient's possession within thirty (30) days of the request. Recipient may retain a limited number of electronic copies of the Confidential Information to comply with applicable law, and as may be automatically created, maintained, and destroyed by its standard backup processes and systems. Recipient will remain bound by its confidentiality obligations for any copies retained.

8. CLIENT'S OBLIGATIONS

(a) Client shall at all times:

- (i) ensure that only Client's Authorized Contact requests Support and only for Client's benefit;
- (ii) ensure that all Products are used only as expressly permitted in this Agreement;
- (iii) advise SonarSource in writing within thirty (30) calendar days if Client becomes aware of any person's unauthorized use or distribution of a Product;
- (iv) verify and take sole responsibility for ensuring that the version of any Product that it is using or intends to use is compatible with the SonarQube Instance it was obtained for;
- (v) only use an unmodified version of a Product that was downloaded from the Website or from an authorized third party as indicated on the Website;
- (vi) only use a License Key that was provided by SonarSource;
- (vii) report the discovery of any violations of this Agreement to SonarSource in writing, within thirty (30) calendar days of discovering a violation;
- (viii) prohibit, by appropriate measures, any unauthorized resale, access to, or use of any Product on any other SonarQube Instances than the one for which a License was obtained;
- (ix) only use Products and Support in compliance with applicable law; and
- (x) ensure its agents, employees, consultants and subcontractors comply with this Agreement, as applicable.

(b) Client is responsible for its own use of Products and for verifying the absence of any viruses, spyware, or malicious programming in its own server environment.

(c) Client must not:

- (i) decompile, reverse engineer, disassemble, modify, adapt, create derivative works from, or otherwise attempt to derive such information from any Product;
- (ii) sell, resell, sublicense, redistribute, reproduce, transmit, circulate, disseminate, translate, or reduce to or from any electronic medium or machine-readable form any Product, or any portion or derivative of a Product, whether in whole or in part;
- (iii) vary or amend any Authorized Use;
- (iv) publish, promote, broadcast, circulate or otherwise seek to make any commercial use of SonarSource's name, trade name, trademarks, service marks or logo, without SonarSource's prior written consent;
- (v) whether through deliberate or negligent act or act of omission of its employees, consultants, or subcontractors or otherwise, resell, distribute, or cause the distribution of any Product to any third party other than for an Authorized Use, or use any Product on any SonarQube Instance other than the SonarQube Instance for which it was originally Licensed (in which case separate Products should be bought for those other SonarQube Instances);
- (vi) use the Product to analyze code outside of its SonarQube Instance, which is not already analyzed in its SonarQube Instance;
- (vii) use the information a SonarQube Instance generated about a project, unless that project is active in the SonarQube Instance;
- (viii) use any Products that have been modified by anyone other than SonarSource or its authorized agents; or
- (ix) request Support for the benefit of any person who is not entitled to Support.

9. REPRESENTATIONS AND WARRANTIES

(a) SonarSource represents and warrants to the best of its knowledge and belief that the Products will substantially perform in accordance with their documentation and do not contain any computer code that:

- (i) is designed to disrupt, disable, harm, modify, spy on, delete or otherwise impede in any manner, including aesthetic disruptions or distortions, the operations of any of Client's software, firmware, hardware, computer systems or networks (sometimes referred to as "viruses" or "worms");
- (ii) would disable the Products or Client's systems or impair their operation based on the elapsing of time or for exceeding the maximum numbers of Lines of Code during the effective period of any License; or
- (iii) would permit SonarSource or any third party to access a Product or Client's systems, whether or not to cause disablement or impairment (sometimes referred to as "trap doors," "access codes" or "back door" devices).

(b) If a Product fails to conform with a representation and warranty in this Section 9, Client may, within twenty (20) days of the discovery of the non-conformance, and without any additional cost or liability to SonarSource:

- (i) cancel the relevant Product and related Support;
- (ii) cancel any other Products and Support or pending orders for such other Products and Support that Client cannot use due to the non-conformance; and
- (iii) request a pro-rata refund for the remaining term of the cancelled Product and Support, upon providing evidence of such non-conformance.

10. DISCLAIMER

Save as expressly provided otherwise in this Agreement and to the maximum extent permitted by applicable law:

- (a) all Products and Support are provided on an "as is" basis and on an "as available" basis without any warranties or representations, whether express or implied, oral, or written, of any kind or nature, including, but not limited to, any warranties of quality, performance, reliability, security, non-infringement, merchantability, or fitness for any particular purpose, and SonarSource expressly excludes any such warranties, representations or implications that a Product will be error-free, complete, operate without interruption, or operate correctly with any given product, system or specifications of Client; and
- (b) SonarSource makes no guarantee as to the availability of its Products and Support, and SonarSource shall not be responsible for any loss resulting from the loss or deletion of any data or information resulting from the use of any Products or Support, or any network or system outages, file corruptions, or for any other alleged consequences of having used any Products or Support.

11. LIMITATION OF LIABILITY

- (a) Save for either Party's willful breach of this Agreement or gross negligence, or an infringement by either Party of the other Party's Intellectual Property, neither Party will be liable for any lost profits nor for any special, indirect, incidental, or consequential damages, costs, or expenses, regardless of the form of action, even if such Party is advised of the possibility of such damages in advance.
- (b) Save for either Party's willful breach of this Agreement or gross negligence, a breach by either Party of the other Party's Intellectual Property, or SonarSource's indemnification obligation under Section 5, in no event will SonarSource's aggregate liabilities under any claims arising out of this Agreement exceed the fees Client paid under this Agreement within the previous twelve (12) months for the Product or Support giving rise to the claim. SonarSource's aggregate liabilities under any Infringement Claim arising under Section 5 shall not exceed three times (3x) the fees Client paid under this Agreement within the previous twelve (12) months for the Product giving rise to the Infringement Claim.
- (c) The foregoing liability limitations shall apply to the maximum extent allowed by the governing law of this Agreement.

12. LOGO RIGHT

SonarSource may include Client's name and/or logo in a list of its customers in marketing materials and on the Website, together with the names and logos of other SonarSource customers. Client may revoke the foregoing right at any time by submitting a written request via e-mail to: contact@sonarsource.com. SonarSource shall comply with such a termination or revocation request within twenty (20) business days from receipt of such notice.

13. ASSIGNMENT

- (a) SonarSource and Client may assign or transfer their rights and/or obligations under this Agreement to a purchaser of all or a substantial part of its assets or shares or as part of a corporate restructuring, without the other Party's consent. In the event of such a permitted assignment by Client:
 - (i) SonarSource must be notified, in writing, within ninety (90) days of such assignment;
 - (ii) the assignee must agree in writing to be bound by the terms and conditions of this Agreement; and
 - (iii) upon completion of such assignment, the assignor shall make no further use of any Products or Support under this Agreement.
- (b) This Agreement shall survive assignment, and the assignor and any permitted assignee shall be bound by it.

14. DURATION AND TERMINATION

- (a) This Agreement is in effect as long as there is an active License for a Product and/or Support.
- (b) Client may terminate this Agreement unilaterally, at any time and without cause, by providing at least three (3) months' prior written notice to SonarSource. In the event of a termination without cause, amounts paid or payable by Client will not be refundable.
- (c) Either Party may terminate this Agreement unilaterally at any time without prior notice if the other Party commits

a material breach that is not cured within thirty (30) days following receipt of notice of the breach. If SonarSource terminates for breach, any amounts Client paid will not be refunded and SonarSource reserves the right to bring claims for damages. Immediately upon receipt of SonarSource's termination notification (which may be oral or in writing), Client shall:

- (i) cease using the Product;
 - (ii) cease requesting Support;
 - (iii) destroy any corresponding License Keys; and
 - (iv) provide SonarSource with written confirmation of such destruction within fifteen (15) days from the termination date.
- (d) SonarSource may terminate this Agreement and/or an active License without liability if (i) Client's License or use of a Product or Support violates applicable law; or (ii) SonarSource is prohibited by law or otherwise restricted from providing Products or Support to Client.
- (e) The following sections shall survive termination of this Agreement: Sections 6 (Personal Information), 7 (Confidentiality), 8 (Client's Obligations), 10 (Disclaimer), 11 (Limitation of Liability), 12 (Logo Right), 16 (Governing Law and Jurisdiction), and 17 (General Conditions).

15. FORCE MAJEURE

Neither Party shall be deemed in default or otherwise be liable under this Agreement (except for payments due) as a result of its inability to perform its obligations hereunder by reason of any fire, earthquake, flood, substantial snow storm, epidemic, accident, explosion, casualty, strike, lock-out, labor controversy, riot, civil disturbance, act of public enemy, embargo, war, act of God, or any municipal, county, state, provincial, territorial or national ordinance or law, or any executive, administrative or judicial order (which order is not the result of any act or omission which would constitute a default hereunder) or any failure or delay of any transportation, power or communication system or any other similar cause beyond that Party's control.

16. GOVERNING LAW AND JURISDICTION

- (a) This Agreement is deemed to have been made under and shall be governed by and construed in accordance with (i) Delaware law if Client is an entity domiciled in the United States; or (ii) Swiss law if Client is an entity domiciled outside of the United States.
- (b) Any dispute, controversy or claim arising under, out of or relating to this Agreement shall be submitted to arbitration in accordance with the WIPO Expedited Arbitration Rules in effect at that date. The arbitral tribunal shall consist of a sole arbitrator. The seat of arbitration proceedings shall be (i) Delaware if Client is an entity domiciled in the United States; or (ii) Geneva, Switzerland if Client is an entity domiciled outside of the United States. The language to be used in any arbitration proceedings shall be English.

17. GENERAL CONDITIONS

- (a) This Agreement constitutes the Parties' entire contractual relationship. It cancels and supersedes all prior oral or written communications, proposals, conditions, representations, and warranties, and prevails over any conflicting or additional terms mentioned in any price quotation, purchase order, acknowledgment, clickwrap or clickthrough provisions, or other communication between the Parties, regardless of when such terms were issued. This Agreement may only be amended or overridden by a written document, signed by authorized representatives of both Parties.
- (b) The English version of this Agreement is the only valid version. Translations into other languages are not legally binding.
- (c) Any notices to be provided under this Agreement should be sent by international courier service to the registered address of the Party, or to such other address as that Party may request in writing that notices be sent to. Notices may also be sent by e-mail if proof of receipt is obtained. E-mail notices to SonarSource must be sent to contact@sonarsource.com.
- (d) SonarSource will notify Client of any material modifications to this Agreement at least 30 days prior to the modifications taking effect by posting a notice on the Website or sending an email notice to Client. Client's continued use of a Product and/or Support after thirty (30) days from notice constitutes agreement to the modifications of the Agreement.

This Agreement was last updated on March 26, 2024 and replaces all previous versions as of that date.