The terms applicable to SonarQube Server and Cloud are maintained on SonarSource's legal documentation webpage, located at the following link: https://www.sonarsource.com/legal/. Please check the link for the most recent changes and subscribe to the webpage's RSS feed to be notified of any changes to the terms.

Notwithstanding the foregoing, if you have signed up to custom terms governing the use of SonarQube Server and/or Cloud, the custom terms shall supersede and control in the event of any conflict or inconsistency.

A copy of the Primary Customer Agreement governing the use of SonarQube Server and SonarQube Cloud are reproduced below for your convenience.

Primary Customer Agreement

Updated August 27, 2026

This Agreement sets out the terms on which SonarSource provides its software and related services to you. It is structured so that you can focus on the parts that apply to your use of our Products:

- This main document sets out the general terms that apply to every Product, including the rights granted, payment, service levels, intellectual property, confidentiality, and liability.
- **Supplemental Terms** add product-specific terms (for example, for SonarQube Cloud, SonarQube Server, or SonarQube Advanced Security) and apply only when you access or use the Product they govern. The Supplemental Terms in effect are listed in Exhibit A.
- **Annexes** apply when a specific law (such as the EU Digital Operational Resilience Act) or a specific feature (such as our AI capabilities) requires additional terms.
- The **Order** records what you have purchased and may add commercial terms specific to you.

Capitalized terms have the meanings given in Section 1 (Definitions). Together, this document, any applicable Supplemental Terms and Annexes, and the Order make up the Agreement between you and SonarSource.

The parties agree as follows:

1. Definitions

1. "Affiliates" means any entity that, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with a Party, where "ownership" means the beneficial ownership of more than 50% of an entity's voting equity securities or other equivalent voting interests and "control" means the power to direct the management or affairs of an entity.

2. "Agreement" means, collectively, all the terms, conditions, and notices contained or referenced in this document, any Supplemental Terms, and any additional terms contained in the Order.

3. "Alerts" means the Sonar-developed alerts, findings, issue tags, and similar identifiers or documentation that the Products raise in response to scanning of Customer Data and make available to Customer via the Products (e.g., issue flags and similar identifiers provided by an application program interface or in report form).

4. “Customer” means the individual or entity that has accepted this Agreement.

5. “Customer Data” means (i) any data, including source code, configuration files, or related materials, that Customer or its Users inputs into or transmits through the Products in connection with its use of the Products, and (ii) any related materials, such as code snippets, configuration files, screenshots, or logs that Customer or its Users provide to SonarSource in connection with Support requests.

6. “Documentation” means the official user documentation prepared and provided by SonarSource to Customer on the use of the Products (as updated from time to time). The following are not Documentation: any online community site, nonparty documentation, videos, white papers, related media, or feedback.

7. “Intellectual Property” means all rights to patents, inventions, copyright, and related rights, trademarks, business names, goodwill, designs, computer software, database rights, know-how, trade secrets, and all other intellectual property rights.

8. “Nonparty Product” means any apps, add-ons, services or products that are not owned by SonarSource but interoperate with the Products.

9. “Order” means SonarSource’s or SonarSource’s authorized partners’ order documents (including sales quotes and online orders) specifying the Products, Support, or other goods or services to be provided under this Agreement, as accepted by SonarSource.

10. “Party” means SonarSource or Customer individually, and “Parties” means SonarSource and Customer together.

11. “Personal Data” means any information relating to an identified or identifiable natural person, or which otherwise constitutes “personal data”, “personal information”, “personally identifiable information”, or similar terms as defined in applicable data protection law.

12. “Products” means software and application programming interfaces (APIs) made commercially available by SonarSource. For a list of products and features, and (where applicable) their Supplemental Terms, see Exhibit A. SonarSource’s no-cost software downloads (such as SonarQube Community Build and SonarQube for IDE) are not Products covered by this Agreement.

13. “SaaS Product” and “SaaS Component” mean any software Product, or component of a Product, that is designed for SonarSource to provide as a hosted solution, and for Customer to use primarily via a web browser, API, or other remote mechanism for access to the primary software. This includes SonarQube Cloud.

14. “Self-Managed Product” and “Self-Managed Component” mean any software Product, or component of a Product, that is designed for SonarSource to provide for download, and for Customer to install, operate, and use on its own infrastructure. This includes SonarQube Server.

15. “SonarSource” means SonarSource Sàrl, a Swiss company.

16. “Supplemental Terms” means the additional terms and conditions that apply to specific Products. Supplemental Terms apply only if Customer has purchased, or is otherwise using, the specific Product governed.

17. “Support” means SonarSource’s support offering, as set forth at sonarsource.com/legal/support-terms/. Support does not involve direct, hands-on-keyboard professional services or custom software development.

18. “Tier” means the specific edition or plan of a Product, as specified in an Order and further set forth at sonarsource.com/plans-and-pricing/ or as part of the applicable Supplemental Terms.

19. “Usage Data” means any data about Customer’s use of the Products excluding Alerts.

20. “User” means any individual that Customer authorizes to use the Products. Users may include Customer’s and Affiliates’ employees, consultants, contractors, and agents.

2. Grants and Conditions

1. **Grant.** SonarSource grants Customer and its Affiliates a limited, non-exclusive, non-transferable, non-sublicensable (i) right to access and use SaaS Product(s) specified in the Order; (ii) license to download, deploy, and use Self-Managed Product(s) specified in the Order; and (iii) license to access and use the Documentation and the Alerts.

2. **Conditions.** The grant of rights in Section 2.1 is conditioned on Customer’s and its Affiliates’ continuous compliance with this Agreement, any applicable Supplemental Terms, and the SonarSource Acceptable Use Policy set forth at sonarsource.com/legal/aup/, including use of the Products and Alerts solely for Customer’s and its Affiliates’ internal development purposes.

3. Payment

1. **Payment for Website Purchases.** If Customer purchases the Product through the SonarSource website, Customer must provide a valid credit card or other payment method accepted by SonarSource. Customer authorizes SonarSource to charge the provided payment method for the fees specified at the time of purchase. SonarSource will automatically charge the payment method in advance of each billing cycle.

2. **Payment for Orders.** Unless otherwise agreed in writing, if Customer purchases the Product through an Order, SonarSource will invoice Customer in advance, and Customer shall pay amounts due by an electronic funds transfer to be received in SonarSource’s account within 30 days of the date of the invoice.

3. **Taxes.** All Fees and amounts payable under this Agreement are exclusive of sales, use, value-added, withholding, and other taxes and duties (“Taxes”). Customer shall pay all applicable Taxes, except for Taxes payable on SonarSource’s net income. If required by applicable law any Tax must be withheld or deducted from any payment made by Customer under this Agreement, Customer shall notify SonarSource in writing prior to making any such withholding, and promptly provide SonarSource with official tax withholding certificates or receipts issued by the relevant taxing authority. If Customer is exempt from any Taxes, Customer shall provide

SonarSource with a valid exemption certificate prior to invoicing. SonarSource will add applicable Taxes to Customer's invoice in the absence of such exemption documentation.

4. **Refunds.** Except as described in Section 5.3 ("Termination"), all payments are non-refundable and SonarSource will not make any refunds or credits for partial months of service, downgrades, or any time that the Products are unused.

5. **Usage-Based Fees; Overages.** This Section 3.5 applies to any Product identified as metered or usage-based in the applicable Supplemental Terms or in the Order.

   (a) *Definitions.* "Billable Unit" means the unit of usage by which a metered Product is measured, as defined in the applicable Supplemental Terms or, where the Supplemental Terms do not define it, in the Order; the Billable Unit for a Product is not otherwise modified by the Order. "Measurement Period" means the recurring period over which usage is measured and the Usage Allowance resets, which is one calendar month unless the Supplemental Terms or the Order specify otherwise. "Usage Allowance" means the quantity of Billable Units allocated for a Measurement Period, as specified in the Order. "Overage" means Billable Units used in a Measurement Period in excess of the Usage Allowance. "Overage Charges" means the fees payable for Overage, calculated at the rate specified in the Order or, where the Order does not specify a rate, at the rate presented to Customer in the Products and accepted by Customer before the Overage is incurred.

   (b) *Base Fees; Usage Allowance; Overage Charges.* Customer shall pay (i) the base fees set forth in the Order, which entitle Customer to the Usage Allowance for each Measurement Period during the term; and (ii) Overage Charges for any Overage. The Usage Allowance is an allocation for each Measurement Period; unused Billable Units do not roll over to a subsequent Measurement Period and are not refundable or creditable. Customer's use of Billable Units constituting an Overage is within the scope of the rights granted for the applicable Product under Section 2.1 and the applicable Supplemental Terms, conditioned on Customer's payment of the applicable Overage Charges.

   (c) *Measurement.* SonarSource's measurement of Billable Units, as recorded by the applicable Product, is the sole basis for calculating Overage Charges and is conclusive absent manifest error. SonarSource will make usage information available to Customer through the Products or on request.

   (d) *Billing in Arrears.* Base fees are payable in advance as set forth in Sections 3.1 and 3.2. Overage Charges are billed in arrears after the close of each Measurement Period. SonarSource will invoice Customer for Overage Charges following the close of the Measurement Period. Where Customer has provided a payment method under Section 3.1, Customer authorizes SonarSource to charge that payment method for the invoiced Overage Charges on or after the invoice date and after any prior notice of the amount required by applicable law. Where Customer purchases through an Order, Customer shall pay the invoiced Overage Charges within the period set forth in Section 3.2.

(e) *Suspension for Non-Payment.* SonarSource may suspend Customer's access to a metered Product if (i) three or more attempts to charge Customer's payment method for Overage Charges fail, or (ii) invoiced Overage Charges remain unpaid after their due date. SonarSource will restore access promptly after Customer pays the outstanding amounts. Suspension does not relieve Customer of its obligation to pay amounts due and does not waive any other remedy under this Agreement.

6. **Payment for Reseller Purchases.** If Customer purchases the Product through an authorized reseller, then Sections 3.1 through 3.4 and Sections 3.5(d) and 3.5(e) will not apply, and all payment, invoicing, and credit terms for the purchase, including for any Overage Charges, will be as agreed between Customer and the authorized reseller.

4. Service Levels and Support

1. **Service Levels for SaaS.** SonarSource shall provide the network services of SaaS Products and any SaaS Components in accordance with the Order (as specified either by the Tier or by other terms), with any applicable Supplemental Terms, and with any Service Level Agreement referenced in those Supplemental Terms.

2. **Support for Products.** SonarSource shall provide Support in accordance with the Order (as specified either by the Tier or by other terms in the Order).

5. Term, Suspension, and Termination

1. **Effective Date.** This Agreement is effective as of the earliest date that Customer accepts the Agreement by performing any of the following actions (the "Effective Date"): (a) clicks to accept this Agreement; (b) signs this Agreement; (c) enters into an Order that references this Agreement; or (d) first accesses or uses any Product.

2. **Term.** This Agreement commences on the Effective Date and remains in effect until the expiration of all active Orders, unless it is terminated earlier under this Section 5.

3. **Termination.** Either Party may terminate this Agreement if the other Party (i) materially breaches this Agreement and fails to cure such breach within 30 days of receiving notice of the breach; or (ii) becomes subject to bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors. If Customer terminates for breach, SonarSource shall refund to Customer any pre-paid, unused fees for the terminated portion of the Agreement. If SonarSource terminates for breach, any amounts Customer paid will not be refunded, Customer's obligation to pay amounts already due will not terminate, and SonarSource reserves the right to bring claims for damages.

4. **Suspension of Access to SaaS Products.** SonarSource may suspend access to any SaaS Products and SaaS Components at any time if it reasonably suspects Customer of being in violation of this Agreement. Where practicable, SonarSource shall provide prior written notice and a reasonable opportunity to cure before suspension. Any suspension will be limited in scope and duration and SonarSource shall restore access promptly once the underlying issue is resolved.

5. **Termination by SonarSource.** SonarSource may terminate this Agreement promptly and without liability if (i) Customer infringes or misappropriates SonarSource's Intellectual Property; (ii) SonarSource receives a subpoena, court order, or other request by a law enforcement agency relating to Customer's access to or use of the Products; or (iii) SonarSource is prohibited by law or otherwise restricted from providing the Products to Customer. SonarSource will endeavor, where permitted by law, to provide reasonable notice of the termination.

6. **Effect of Termination.** Upon termination of this Agreement or any applicable Supplemental Terms:

(a) Customer shall promptly stop access and use of any Products or Support covered by the Agreement or the Supplemental Terms.

(b) Customer shall, for any Self-Managed Products covered by the Agreement or the Supplemental Terms, permanently uninstall and delete all copies of the software and any related license keys, and, upon request, provide SonarSource with prompt written confirmation of the deletion.

(c) For any SaaS Products covered by the Agreement, for 30 days following the effective date of termination, SonarSource will, upon request, make available for export any Customer Data that SonarSource retains as of the time of the request. Customer may, by written request before the transitional period expires, extend the transitional period for additional periods up to a total of 7 months from termination. After the transitional period expires, SonarSource has no obligation to maintain or provide any Customer Data.

6. Modifications to the Products

SonarSource may make commercially reasonable updates or modifications to the Products to reflect changes in, among other things, laws, regulations, rules, technology, industry practices, patterns of system use, and availability of nonparty software and services. SonarSource shall provide advance notice of any changes that it reasonably believes are likely to materially degrade core features or functionalities of the Products. All Customer modifications to the Products must comply with Customer's obligations under this Agreement, including those in the SonarSource Acceptable Use Policy set forth at sonarsource.com/legal/aup/.

7. Personal Data

SonarSource shall process Personal Data provided in connection with account administration, billing, or operational information generated by the Products during their use (such as performance or diagnostic data) in accordance with the SonarSource Privacy Notice set forth at sonarsource.com/company/privacy/. SonarSource shall process any Personal Data contained in materials that Customer inputs into the Products or provides in support requests, where SonarSource processes such data solely on behalf of Customer, in accordance with the Data Processing Addendum set forth at sonarsource.com/legal/data-processing-addendum/.

8. Confidentiality

"Confidential Information" means all non-public information, materials, documentation, or data, relating to a Party's business, that is disclosed by one Party ("Discloser"), or received by the other Party

("Recipient"), in connection with this Agreement, and that 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. Confidential Information generally includes Customer's source code and the pricing, discounts, or terms of the Products. Recipient shall (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 nonparty other than its employees, consultants, vendors, advisors, or authorized business partners who have a need to know in connection with the sale, delivery, support, or renewal of the Products, and who are bound by confidentiality and non-use obligations no less restrictive than those set forth in this Section. Confidential Information does 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 nonparty 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, on condition that, so far as it is lawful to do so, Recipient shall give prompt notice to Discloser, so that Discloser may contest the requirement to provide such information. Upon Discloser's written request, Recipient shall return or destroy all Confidential Information in Recipient's possession within 30 days of the request. Recipient may retain a limited number of electronic copies of the Confidential Information to comply with relevant 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.

9. Security

1. **SonarSource.** SonarSource has implemented and shall maintain the security practices described in the Technical and Organizational Measures set forth at sonarsource.com/legal/security-tom/.

2. **Customer.** Customer shall ensure that each User manages and maintains the security of its login credentials, including API tokens. Customer shall implement appropriate security measures to protect login credentials from unauthorized access, and promptly notify SonarSource of any known or suspected breach of login credentials.

3. **Nonparty Platform Integrations.** Optional features of certain Products may require integration with nonparty platforms such as GitHub or Jira. Customer is responsible for: (a) establishing and maintaining the required integrations, including any associated credentials and access permissions; (b) ensuring that its provision of credentials to SonarSource, and SonarSource's resulting access to the nonparty platform, comply with Customer's agreement with the nonparty platform provider; (c) where a Product requires Customer to select specific repositories or resources for integration, such selection and ensuring it possesses the necessary rights and authorizations to transmit the associated data to SonarSource; and (d) promptly notifying SonarSource of any known or suspected breach of credentials Customer has provided. SonarSource is not liable for any interruption to a Product arising from the nonparty platform or from changes to Customer's configuration. Upon termination of access to a Product, Customer is responsible for revoking SonarSource's access to any connected nonparty platform and removing

any associated integrations. If Customer has enabled Nonparty Products, SonarSource will permit their providers to access Customer Data, subject to the Customer's and Nonparty Product's continued compliance with the Acceptable Use Policy set forth at sonarsource.com/legal/aup/.

10. Intellectual Property

1. **SonarSource IP.** Except for the rights expressly granted by SonarSource in Section 2.1 above, all right, title, and interest in and to the Products, Documentation, Usage Data, and Alerts, including all Intellectual Property rights in them, belong exclusively to SonarSource and/or licensors. All rights not expressly granted under this Agreement are reserved by SonarSource.

2. **Customer IP.** As between the Customer and SonarSource, all right, title, and interest in and to Customer Data, including all Intellectual Property rights in the Customer Data, belong exclusively to Customer. Customer hereby grants to SonarSource a non-exclusive, non-transferable, non-sublicensable license to use Customer Data to manage Customer's account, to provide Customer with the Products, Documentation, and Alerts, and to enhance products and services provided by SonarSource, such as identifying performance anomalies and improving analysis accuracy, provided that the resulting enhancements do not contain or reveal Customer's source code or other Confidential Information. For all such uses, SonarSource shall comply with its confidentiality obligations under Section 8 above.

3. **Feedback.** SonarSource is hereby granted a royalty-free, fully-paid, worldwide, non-exclusive, transferable, sub-licensable, irrevocable, and perpetual license to use or incorporate into its products and services any suggestions, enhancement requests, recommendations, or other feedback provided by Customer or its Users.

11. Trial, Complimentary Access, and Preview Add-Ons

SonarSource may make available to Customer (i) trial or complimentary access to commercial Tiers, and (ii) "preview", "alpha", or "beta" add-on products and services ("Preview Add-Ons"). Customer's access to and use of these offerings is governed by the Trial, Complimentary Access, and Preview Add-Ons Supplemental Terms, set forth at sonarsource.com/legal/trial-complimentary-and-early-access/. Those Supplemental Terms provide these offerings on an "as is" basis, including disclaiming warranties, indemnities, service levels, and support, and capping SonarSource's aggregate liability for them.

12. Warranties and Disclaimer

1. **Warranties.** SonarSource warrants that (a) the Products will operate in material conformity with the Documentation and (b) SonarSource will use reasonable efforts designed to ensure that the Products, when and as provided by SonarSource, are free of any viruses, malware or similar malicious code. For Self-Managed Products and Self-Managed Components, the warranties in this Section 12.1 do not apply to any defect that would have been avoided by use of a version supported by SonarSource under the Support terms.

2. **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT, THE PRODUCTS ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO (I) ANY WARRANTY THAT THE PRODUCTS ARE ERROR-FREE OR WILL OPERATE

WITHOUT INTERRUPTION OR THAT ALL ERRORS WILL BE CORRECTED; (II) ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT; AND (III) ANY WARRANTY WITH RESPECT TO NONPARTY PRODUCTS, SOFTWARE, OR SERVICES. SONARSOURCE MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING THE ACCURACY, RELIABILITY, OR COMPLETENESS OF ALERTS. CUSTOMER IS SOLELY RESPONSIBLE FOR ITS USE OF AND RELIANCE ON ALERTS.

13. Indemnification

1. **By SonarSource.** SonarSource shall defend Customer and its Affiliates against any nonparty claim that the Products, as provided by SonarSource, infringes or misappropriates a nonparty's Intellectual Property ("IP Claim") and shall indemnify Customer against any damages finally awarded to the nonparty making the IP Claim, and all penalties, fines, and reasonable nonparty costs (including reasonable attorneys' fees) paid by Customer to the extent arising out of an IP Claim (collectively, "IP Losses"). SonarSource's obligations under this Section 13.1 do not apply to the extent an IP Claim is based on or arises from (i) a combination or use of the Products with hardware, software, or other materials not provided by SonarSource; (ii) the modification of the Products by anyone other than SonarSource or its authorized agents; (iii) the use of the Products not in accordance with its Documentation or this Agreement; (iv) Customer's breach of this Agreement; or (v) Customer's negligence, fraud, or willful misconduct.

2. **Process.** In the event of an IP Claim, SonarSource may, at its own expense and option, either (i) procure the right for Customer to continue utilizing the Product features at issue; (ii) modify the Products to render the Products non-infringing; or (iii) replace the Products with an equally suitable, functionally equivalent, compatible, non-infringing products. Either Party's obligation to defend and indemnify requires that the other Party (a) gives notice to the indemnifying Party of any nonparty claim promptly upon becoming aware of it; (b) gives the indemnifying Party the sole right to conduct the defense of any claim or action, or the negotiation of any settlement, in respect of a nonparty claim and does not at any time admit liability or otherwise settle or compromise or attempt to settle or compromise the nonparty claim except upon the express written instructions of the indemnifying Party; and (c) acts in accordance with the indemnifying Party's reasonable instructions and gives the indemnifying Party 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. Sections 13.1 and 13.2 set forth Customer's sole and exclusive remedy from SonarSource for any IP Claim.

3. **By Customer.** Customer shall defend and indemnify SonarSource from any nonparty claim relating to: (i) Customer Data; or (ii) Customer's use of the Products or Documentation in violation of this Agreement or applicable law.

14. Limitation of Liability

1. **Disclaimer of Certain Damages.** EXCEPT FOR A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND REGARDLESS OF THE FORM OF ACTION, IN NO EVENT WILL EITHER PARTY (OR ITS OFFICERS, DIRECTORS, EMPLOYEES, MEMBERS, MANAGERS, OR AGENTS) BE LIABLE FOR ANY SPECIAL, INDIRECT,

INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF REPUTATION, LOSS OF DATA, OR COSTS OF SUBSTITUTE PRODUCTS) ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE PRODUCTS, OR THE DOCUMENTATION, EVEN IF SUCH PARTY IS NEGLIGENT OR IS ADVISED OF THE POSSIBILITY OF DAMAGES.

2. **Liability Cap.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE PRODUCTS, OR THE DOCUMENTATION SHALL EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO SONARSOURCE UNDER THIS AGREEMENT DURING THE TWELVE MONTHS PRIOR TO THE EVENT(S) GIVING RISE TO THE CLAIM.

3. **Cap Exclusions.** THE LIMITATIONS SET FORTH IN SECTION 14.2 WILL NOT APPLY TO LIABILITY ARISING OUT OF (1) A PARTY'S DEFENSE OBLIGATIONS UNDER SECTION 13; OR (2) AN INFRINGEMENT BY EITHER PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY.

4. **Supplemental Cap.** NOTWITHSTANDING SECTION 14.2, EACH PARTY'S AGGREGATE LIABILITY ARISING OUT OF A BREACH OF ITS CONFIDENTIALITY AND/OR SECURITY OBLIGATIONS UNDER THIS AGREEMENT SHALL NOT EXCEED THREE TIMES (3X) THE TOTAL AMOUNT PAID BY CUSTOMER TO SONARSOURCE UNDER THIS AGREEMENT DURING THE TWELVE MONTHS PRIOR TO THE EVENT(S) GIVING RISE TO THE CLAIM.

15. Dispute Resolution

1. **Arbitration.** Any dispute, controversy, or claim relating to this Agreement must be submitted to arbitration before a single arbitrator under the governing law, arbitration rules, and seat of arbitration based on where Customer is domiciled in accordance with the following table. The language in all proceedings will be English. Meetings may take place either online, or in other locations the parties agree upon.

If Customer is domiciled in	Governing Law	Arbitration Rules	Seat of Arbitration
The USA; or a country in North America, Central America, South America or the Caribbean	Delaware, United States of America	International Arbitration Rules of the American Arbitration Association's International Centre for Dispute Resolution	Wilmington, Delaware, United States of America
A country in Asia or the Pacific ("APAC")	Singapore	Arbitration Rules of the Singapore International Arbitration Centre	Singapore
Anywhere else, including a country in	Switzerland	WIPO Expedited Arbitration Rules	Geneva, Switzerland

If Customer is domiciled in	Governing Law	Arbitration Rules	Seat of Arbitration
Europe, the Middle East, or Africa ("EMEA")			

2. **Injunctive Relief.** Notwithstanding Section 15.1, any claim seeking solely preliminary, injunctive, or declaratory relief may be brought in a court of competent jurisdiction.

3. **Individual Claims Only.** Each Party may bring claims against the other only on an individual basis, and not as a plaintiff or class member in any purported class, collective, consolidated, or representative action. The arbitrator may not consolidate more than one Party's claims and may not preside over any form of representative or class proceeding.

4. **Coordinated Filings.** If 25 or more substantially similar arbitration demands are filed against SonarSource within any 60-day period by or on behalf of represented claimants, the demands shall be administered as a single coordinated proceeding under the applicable mass-arbitration procedures of the administering body (such as the AAA Mass Arbitration Supplementary Rules or the JAMS Mass Arbitration Procedures and Guidelines, as applicable). The Parties shall participate in any required bellwether process before any individual claim proceeds to a hearing on the merits.

16. Additional Regulatory Terms

1. **DORA.** If Customer is a financial entity subject to Regulation (EU) 2022/2554 ("DORA"), then the DORA Regulatory Requirements Annex, set forth at sonarsource.com/legal/dora/, supplements this Agreement.

2. **Sanctions and Export Compliance.** The Products may be subject to export control laws and regulations of the U.S. and other jurisdictions. Each Party represents and warrants that: (i) it is not subject to sanctions or otherwise designated on any list of prohibited or restricted parties; (ii) it will not directly or indirectly, export, re-export, or release the Products to, or make the Products accessible from or to, any country, jurisdiction or person/entity to which export, re-export, or release is prohibited or restricted by applicable laws and regulations; and (iii) its access and use of the Products will be in compliance with applicable laws and regulations.

3. **Compliance with Law.** Each Party represents and warrants that it will comply with applicable laws and regulations in fulfilling its obligations under this Agreement.

17. Miscellaneous

1. **Entire Agreement.** This Agreement, together with any Supplemental Terms, constitutes the entire agreement between Customer and SonarSource relating to the Products and Documentation and supersedes all prior oral or written communications, proposals, conditions, representations, or warranties with respect to the subject matter hereof. If there is a conflict between this Agreement and the Supplemental Terms, the Supplemental Terms will control with respect to the specific Products they govern. Any and all additional or conflicting terms provided by Customer, whether

in any price quotations, purchase orders, acknowledgments, or other communications between Customer and SonarSource will be void and will have no effect.

2. **Assignment.** Neither Party shall assign or transfer any of its rights or obligations under this Agreement or an Order without the other Party's written consent. However, either Party may assign this Agreement in its entirety (including all Orders) to an Affiliate or to its successor resulting from a merger, acquisition, or sale of all or substantially all of the Party's assets or voting securities, on condition that the assigning Party provides the other Party with prompt written notice of the assignment and the assignee agrees in writing to assume all of the assigning Party's obligations under this Agreement. Any assignment in violation of this provision will be void ab initio. This Agreement is binding upon each Party's successors and permitted assigns.

3. **Marketing.** SonarSource may include Customer's company name or logo in a list of its customers in marketing materials and website. Customer 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 30 days from receipt of such notice.

4. **No Nonparty Beneficiaries.** Other than as expressly provided, this Agreement does not create any rights for any nonparty, and no nonparty may enforce any of its terms or rely on an exclusion or limitation contained in it.

5. **Waiver.** The delay or failure of either Party to exercise any right provided in this Agreement will not constitute its waiver of such right.

6. **Force Majeure.** SonarSource will not be liable for any delay or failure to perform obligations under this Agreement due to any cause beyond its reasonable control, including labor disputes; industrial disturbances; systematic electrical, telecommunications, or other utility failures; earthquakes, storms, or other elements of nature; blockages; embargoes; riots; acts or orders of government; acts of terrorism; and war.

7. **Severability.** If any provision of this Agreement is held to be unenforceable, illegal, or void, that will not affect the enforceability of the remaining provisions. The unenforceable provision(s) will be deemed replaced by a provision(s) that is binding and enforceable and that differs as little as possible from the unenforceable provision(s), with considerations of the object and purpose of this Agreement.

8. **Notices.** Except as provided elsewhere in this Agreement, notices to be provided under this Agreement must 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. SonarSource may provide general or operational notices via email, on its website, or through the Products.

9. **Survival.** The following sections survive termination of this Agreement: 1 (Definitions), 2.2 (Conditions), 3.3 (Taxes), 5.6 (Effect of Termination), 7 (Personal Data), 8 (Confidentiality), 10 (Intellectual Property), 12 (Warranties and Disclaimer), 13 (Indemnification), 14 (Limitation of Liability), 15 (Dispute Resolution), and 17 (Miscellaneous).

Exhibit A: Supplemental Terms for Products and Features

The Products and add-on features available under this Agreement are listed below. Products may be purchased on their own. Add-on Products and Features extend or require an underlying Product (as further specified in their Supplemental Terms).

Products:

- **SonarQube Cloud:** Addendum 1
- **SonarQube Server:** Addendum 2
- **Gitar:** Addendum 3

Add-on Products and Features:

- **AI CodeFix:** governed by this Agreement and the AI Annex attached as Exhibit B
- **SonarQube Advanced Security (SQAS):** Addendum 4
- **Sonar Vortex:** Addendum 5
- **SonarQube Remediation Agent (SQRA):** Addendum 6
- **SonarQube Hunter Agent:** Addendum 7

Tier and Access Terms:

- **SonarQube Cloud Free Tier and Team Plan:** sonarsource.com/legal/cloud-free-and-team/
- **Trial, Complimentary Access, and Preview Add-Ons:** sonarsource.com/legal/trial-complimentary-and-early-access/

The Supplemental Terms apply only if Customer accesses or uses the Products or features they govern. The Supplemental Terms are effective as of the earliest date that Customer accepts them by performing any of the following actions: (a) clicking to accept the Supplemental Terms; (b) entering into an Order that references the Supplemental Terms or the additional products or features; or (c) first accessing the additional products or features.

Exhibit B: SonarSource AI Annex

This AI Annex ("Annex") governs Customer's access to and use of the SonarSource software that utilizes large language models and similar technologies (such technologies generally, the "LLM Technologies"; such SonarSource software, the "Sonar AI Software"). This Annex applies only if Customer uses or accesses Sonar AI Software.

The Annex is incorporated into the Agreement between SonarSource and Customer. All capitalized terms used in the Annex but not otherwise defined have the meanings given to them in the Agreement.

Any terms specific to particular Sonar AI Software are set out in the Agreement and any additional Supplemental Terms for the particular Sonar AI Software.

1. Definitions

10. "Agreement" means the SonarSource Primary Customer Agreement or other agreement between Customer and SonarSource governing Customer's use of Sonar Products.

11. "Input Data" means Customer Data that the Sonar AI Software processes for the purpose of generating Suggestions. Input Data may be provided by Customer to SonarSource directly or accessed by SonarSource through nonparty platform integrations Customer has enabled under Section 9.3 (Nonparty Platform Integrations) of the Agreement.

12. "Suggestions" means content that Sonar AI Software generates from Input Data and Sonar Proprietary Logic for incorporation into Customer's source code or development workflows, such as code fixes. Suggestions are Customer Data, and are not Alerts.

13. "Automated Update" means the Sonar AI Software's application of Suggestions on Customer's behalf, such as by making commits to Customer's revision control system.

14. "Sonar Proprietary Logic" means SonarSource's rules (including rule identifiers and definitions), documentation and explanations of those rules, prompts (including prompt templates and scaffolding), derivations of any of the foregoing (including dynamically generated derivations presented to a User, agent, or LLM Technology), and compilation of its rules (including their selection, organization, and patterns of application). Sonar Proprietary Logic does not include (a) the code edits or fixes generated for Customer's own code, or (b) any context or other materials derived from Customer's codebase or Customer Data.

15. "Train" means the use of Input Data to create, modify, or improve any LLM Technology.

2. Grants and Conditions

16. **Software Grants.** SonarSource grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (i) right to access and use the SaaS Components of the Sonar AI Software; and (ii) license to download, deploy, and use any Self-Managed Components of the Sonar AI Software.

17. **Ownership of Suggestions.** SonarSource claims no right, title, or interest in any Suggestions, except for any rights in the Sonar Proprietary Logic set forth in Section 3. Customer may use the Suggestions for any purpose, except that Customer may not (a) use Suggestions in violation of the

Acceptable Use Policy or (b) extract, reproduce, or compile the Sonar Proprietary Logic other than as incorporated in individual Suggestions.

18. **Conditions.** The grant of rights in Section 2.1 is conditioned on continuous compliance with the Agreement, this Annex, and the SonarSource Acceptable Use Policy set forth at sonarsource.com/legal/aup/, including continuous payment of applicable fees, and use of the Sonar AI Software solely for Customer's internal development purposes.

3. Intellectual Property

19. **Customer IP.** As between the Customer and SonarSource, all right, title, and interest in and to Input Data, including all Intellectual Property rights in the Input Data, belong exclusively to Customer. Customer grants to SonarSource the right to use Input Data for the purpose of providing the Customer with the Sonar AI Software and the Suggestions. SonarSource will Train on the Input Data of Customers of SonarQube Cloud Enterprise or SonarQube Server only if such Training is solely for the benefit of Customer.

20. **AI-specific Intellectual Property.** Customer's ownership of the Suggestions does not transfer or license to Customer any Intellectual Property right of SonarSource in the Sonar Proprietary Logic. SonarSource retains all such rights notwithstanding any incidental incorporation of Sonar Proprietary Logic in the Suggestions or other Customer Data. Except for the limited rights expressly granted by SonarSource to Customer in the Agreement and applicable Supplemental Terms, all right, title, and interest in and to the Sonar AI Software, Sonar Proprietary Logic, and the LLM Technologies, including all algorithms, models, and processes developed or used by SonarSource, belong exclusively to SonarSource and/or its licensors.

4. LLM Technology Provisioning

The LLM Technologies used by Sonar AI Software may be provided directly by SonarSource, by nonparties under contract to SonarSource, or by the Customer, as specified in the applicable Supplemental Terms for each Sonar AI Software.

21. **Nonparty LLM Technologies.** Where Sonar AI Software utilizes LLM Technologies provided by a nonparty, SonarSource will endeavor to extend to Customer any benefits (including warranties and indemnities, if applicable) that SonarSource receives from such nonparty providers.

22. **Customer-provided LLM Technologies.** Where Sonar AI Software permits Customer to use LLM Technologies provided by the Customer or a nonparty contracted with the Customer ("Customer LLM Technologies"):

(c) Customer is responsible for ensuring compatibility of Customer LLM Technologies with Sonar AI Software, and for complying with all applicable terms of use, legal requirements, and any associated costs or licensing for such Customer LLM Technologies;

(d) In addition to and without limiting other applicable disclaimers, SonarSource disclaims all liability for any issues arising from Customer's use of Customer LLM Technologies, including compatibility, legal and regulatory compliance, and performance;

(e) Customer agrees to defend and indemnify SonarSource and its affiliates from any nonparty claim relating to Customer's use of any Customer LLM Technologies; and

(f) The Sonar AI Software may, as part of its normal operation, transmit SonarSource Confidential Information (including Sonar Proprietary Logic, such as prompts and rules) to the Customer LLM Technologies. Customer shall treat such transmissions (including any logging or other information recorded as part of the operation of the Customer LLM Technologies) as SonarSource's Confidential Information, consistent with Customer's obligations under the Agreement.

5. Customer's Acknowledgements and Responsibilities

23. **Nature of Suggestions.** Customer acknowledges that given the inherent characteristics and limitations of LLM Technologies: (a) Suggestions may be the same as, or similar to, those made available to other SonarSource customers or users; and (b) Suggestions may be incorrect, incomplete, or contain vulnerabilities.

24. **Customer Responsibilities.** Customer is solely responsible for: (a) independently reviewing, testing, and evaluating Suggestions for accuracy, completeness, and security before relying on or otherwise using them, except that for Suggestions applied as Automated Updates this responsibility is exercised through the configuration and monitoring described in clause (d); (b) ensuring that its use of any Suggestions does not infringe, violate, or misappropriate the intellectual property rights of any nonparty; (c) configuring any connections to Nonparty Products, including any relevant access controls; (d) configuring and monitoring the Sonar AI Software's review and control features; and (e) complying with all laws and regulations governing the use of LLM Technologies.

25. **Limitations.** Any liability arising from Automated Updates is subject to the limitations in Section 14 (Limitation of Liability) of the Agreement.

6. Input Data

Sonar AI Software transmits Input Data to the Sonar AI Software's SaaS Component in order to perform analysis and generate Suggestions. To protect the security of Input Data, SonarSource has implemented and shall maintain the security practices described in the Technical and Organizational Measures set forth at sonarsource.com/legal/security-tom/, and, where applicable, the Data Processing Addendum.

7. Usage-Based Fees; Overages

This Section 7 applies to any Sonar AI Software identified in the applicable Supplemental Terms as metered or usage-based.

26. **Definitions.** "Billable Unit" means the unit of usage by which a metered Sonar AI Software is measured, as defined in the applicable Supplemental Terms; the Billable Unit for a Product is not modified by the Order. "Measurement Period" means the recurring period over which usage is measured and the Usage Allowance resets, which is one calendar month unless the Order specifies otherwise. "Usage Allowance" means the quantity of Billable Units allocated for a Measurement Period, as specified in the Order. "Overage" means Billable Units used in a

Measurement Period in excess of the Usage Allowance. “Overage Charges” means the Fees payable for Overage, calculated at the per-unit rate specified in the Order or, where the Order does not specify a rate, at the rate presented to Customer in the Products and accepted by Customer before the Overage is incurred.

27. **Base Fees; Usage Allowance; Overage Charges.** Customer shall pay (i) the base Fees set forth in the Order, which entitle Customer to the Usage Allowance for each Measurement Period during the term; and (ii) Overage Charges for any Overage. The Usage Allowance is an allocation for each Measurement Period; unused Billable Units do not roll over to a subsequent Measurement Period and are not refundable or creditable.

28. **Measurement.** SonarSource’s measurement of Billable Units, as recorded by the Sonar AI Software, is the sole basis for calculating Overage Charges and is conclusive absent manifest error. SonarSource will make usage information available to Customer through the Products or on request.

29. **Billing in Arrears.** Base Fees are payable in advance as set forth in Sections 3.1 and 3.2 of the Agreement. Overage Charges are billed in arrears after the close of each Measurement Period. SonarSource will invoice Customer for Overage Charges following the close of the Measurement Period. Where Customer has provided a payment method under Section 3.1 of the Agreement, Customer authorizes SonarSource to charge that payment method for the invoiced Overage Charges on or after the invoice date and after any prior notice of the amount required by applicable law. Where Customer purchases through an Order, Customer shall pay the invoiced Overage Charges within the period set forth in Section 3.2 of the Agreement.

30. **Suspension for Non-Payment.** SonarSource may suspend Customer’s access to a metered Sonar AI Software if (i) three or more attempts to charge Customer’s payment method for Overage Charges fail, or (ii) invoiced Overage Charges remain unpaid after their due date. SonarSource will restore access promptly after Customer pays the outstanding amounts. Suspension does not relieve Customer of its obligation to pay amounts due and does not waive any other remedy under the Agreement.

8. Term

31. **Term.** This Annex applies only while Customer uses Sonar AI Software, and will terminate upon the first to occur of: (a) Customer ceasing to use the Sonar AI Software; or (b) expiration or termination of the Agreement.

9. General

Except as supplemented or modified by this Annex, the Agreement remains in full force and effect.

Addendum 1: SonarQube Cloud Supplemental Terms

These Supplemental Terms ("Terms") govern Customer's access to and use of SonarQube Cloud.

These Terms are incorporated into the Agreement between SonarSource and Customer. All capitalized terms used in the Terms but not otherwise defined have the meanings given to them in the Agreement.

1. Definitions

32. "Agreement" means the SonarSource Primary Customer Agreement or other agreement between Customer and SonarSource governing Customer's use of Sonar Products.

2. Service Level Agreement

SonarSource shall provide the network services of SonarQube Cloud in accordance with the Service Level Agreement set forth at sonarsource.com/legal/sonarcloud/service-level-agreement/.

3. Term

33. **Term.** These Terms will apply until the expiration or termination of the Agreement.
34. **Effect of Termination.** Termination of these Terms will not affect any liability or obligations incurred (such as obligations related to Confidential Information) prior to the effective date of such termination.

4. General

Except as supplemented or modified by these Terms, the Agreement remains in full force and effect.

Addendum 2: SonarQube Server Supplemental Terms

These Supplemental Terms ("Terms") govern Customer's access to and use of SonarQube Server.

These Terms are incorporated into the Agreement between SonarSource and Customer. All capitalized terms used in the Terms but not otherwise defined have the meanings given to them in the Agreement.

1. Definitions

35. "Agreement" means the SonarSource Primary Customer Agreement or other agreement between Customer and SonarSource governing Customer's use of Sonar Products.

36. "Tier" means the specific edition or plan of SonarQube Server, as further set forth at sonarsource.com/plans-and-pricing/sonarqube/.

37. "Lines of Code" means the number of lines of code analyzed by SonarQube Server. The lines of code of a project are found by the SonarQube Server 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.

2. Grants and Conditions

38. **Grant.** SonarSource grants Customer and its Affiliates a limited, non-exclusive, non-transferable, non-sublicensable (i) license to download, deploy, and use SonarQube Server to analyze up to the maximum number of Lines of Code specified in the Order; (ii) license to download and deploy additional copies of SonarQube Server solely for testing, staging, and disaster recovery; and (iii) license to access and use the Alerts.

39. **Conditions.** The grant of rights in Section 2.1 is conditioned on Customer's and its Affiliates' continuous compliance with the Agreement, these Terms, and the SonarSource Acceptable Use Policy set forth at sonarsource.com/legal/aup/, including use of the Products and Alerts solely for internal development purposes.

3. General

Except as supplemented or modified by these Terms, the Agreement remains in full force and effect.

Addendum 3: SonarSource Gitar Supplemental Terms

These Supplemental Terms ("Terms") govern Customer's access to and use of SonarSource Gitar ("Gitar"). Gitar is Sonar AI Software, and performs Automated Updates, as defined in the AI Annex. Customer's acknowledgements and responsibilities under Section 5 (Customer's Acknowledgements and Responsibilities) of the AI Annex apply.

These Terms are incorporated into the Agreement between SonarSource and Customer. All capitalized terms used in the Terms but not otherwise defined have the meanings given to them in the Agreement.

1. Definitions

40. "Agreement" means the SonarSource Primary Customer Agreement or other agreement between Customer and SonarSource governing Customer's use of Sonar Products.

2. Grants and Conditions

41. **Software Grants.** SonarSource grants Customer and its Affiliates a limited, non-exclusive, non-transferable, non-sublicensable (i) right to access and use the SaaS Components of Gitar; and (ii) license to download, deploy, and use any Self-Managed Components of Gitar.

42. **Conditions.** The grant of rights in Section 2.1 is conditioned on Customer's and its Affiliates' continuous compliance with the Agreement, the AI Annex, these Terms, and the SonarSource Acceptable Use Policy set forth at sonarsource.com/legal/aup/, including use of Gitar solely for Customer's internal development purposes.

3. Service Level Agreement

SonarSource shall provide the network services of the SaaS Components of Gitar in accordance with the Service Level Agreement set forth at sonarsource.com/legal/sonarcloud/service-level-agreement/.

4. Fees and Usage

1. **Metered Product.** Gitar is a usage-based Product for purposes of Section 7 of the AI Annex (Usage-Based Fees; Overages).

2. **Billable Unit.** The Billable Unit for Gitar is a pull request or merge request that Gitar processes for review, as specified in the Order.

3. **Usage Allowance and Rates.** The Usage Allowance per Measurement Period and the per-unit rate for Overage Charges are as specified in the Order.

4. **Measurement Period.** The Measurement Period for Gitar is one calendar month unless the Order specifies otherwise, beginning on the same day of the month as the start of Customer's Gitar subscription term. If the first month does not begin on that day, the first Measurement Period's base Fees and Usage Allowance are provided on a pro rata basis. Unused Billable Units do not roll over.

5. Term

1. **Term.** These Terms will apply until the expiration or termination of the Agreement.

2. **Effect of Termination.** Termination of these Terms will not affect any liability or obligations incurred by Customer (such as obligations related to Confidential Information), or licenses and waivers granted by Customer, prior to the effective date of such termination.

6. General

Except as supplemented or modified by these Terms, the Agreement remains in full force and effect.

Addendum 4: SonarQube Advanced Security Supplemental Terms

These Supplemental Terms ("Terms") govern Customer's access to and use of SonarQube Advanced Security ("SQAS").

These Terms are incorporated into the Agreement between SonarSource and Customer. All capitalized terms used in the Terms but not otherwise defined have the meanings given to them in the Agreement.

1. Definitions

1. "Agreement" means the SonarSource Primary Customer Agreement or other agreement between Customer and SonarSource governing Customer's use of Sonar Products.

2. "Dependency Data" means lockfiles, manifests, and any other metadata regarding nonparty software dependencies, made available by Customer or its Users to SonarSource for the purpose of analyzing software dependencies and components. Dependency Data is Customer Data, as defined in the Agreement.

3. "Security Analysis Results" means the results that are generated by SQAS's processing of Dependency Data, and made available to Customer via SQAS.

2. Grants and Conditions

1. **Grant.** SonarSource grants Customer and its Affiliates a limited, non-exclusive, non-transferable, non-sublicensable (i) right to access and use the SaaS Components of SQAS; (ii) license to download, deploy, and use any Self-Managed Components of SQAS; and (iii) license to access and use the Security Analysis Results.

2. **Conditions.** The grant of rights in Section 2.1 is conditioned on Customer's and its Affiliates' continuous compliance with the Agreement, these Terms, and the SonarSource Acceptable Use Policy set forth at sonarsource.com/legal/aup/, including continuous payment of fees for the underlying SonarQube Server or SonarQube Cloud subscription, and use of SQAS and the Security Analysis Results solely for internal development purposes.

3. Intellectual Property

1. **Customer IP.** As between the Customer and SonarSource, all right, title, and interest in and to Dependency Data, including all Intellectual Property rights in the Dependency Data, belong exclusively to Customer. Customer grants to SonarSource the right to use Dependency Data for the purpose of providing the Customer with SQAS and Security Analysis Results.

2. **SonarSource IP.** Except for rights expressly granted in Section 2.1 above, all right, title, and interest in and to SQAS and the Security Analysis Results, including all Intellectual Property rights in SQAS and the Security Analysis Results, belong exclusively to SonarSource and its licensors.

4. Dependency Data

1. **Dependency Data.** SQAS must transmit Dependency Data to SQAS's SaaS Component in order to perform analysis and generate the Security Analysis Results. SQAS does not transmit Customer's source code. To protect the security of Dependency Data, SonarSource has

implemented and shall maintain the security practices described in the Technical and Organizational Measures set forth at sonarsource.com/legal/security-tom/.

2. **Personal Data.** SonarSource has designed SQAS so that, under conditions of normal operation, Dependency Data does not include Personal Data. If Customer causes Personal Data to be included within the Dependency Data, the SonarSource Data Processing Addendum ("DPA") does not apply, and SonarSource disclaims all liability.

5. Term

1. **Term.** These Terms will apply until the expiration or termination of the Agreement.

2. **Effect of Termination.** Termination of these Terms for SQAS will not affect any liability or obligations incurred by Customer (such as obligations related to Confidential Information), or licenses and waivers granted by Customer, prior to the effective date of such termination.

6. Additional Regulatory Terms

1. **DORA.** If Customer is a financial entity subject to Regulation (EU) 2022/2554 ("DORA"), then the DORA Regulatory Requirements Annex, set forth at sonarsource.com/legal/dora/, supplements these Terms. In the context of SQAS and the DORA Regulatory Requirements Annex (i) "data" includes Security Analysis Results; and (ii) consistent with Section 4.2 of these Terms, the DPA is not applicable.

7. General

Except as supplemented or modified by these Terms, the Agreement remains in full force and effect.

Addendum 5: Sonar Vortex Supplemental Terms

These Supplemental Terms ("Terms") govern Customer's access to and use of Sonar Vortex ("Vortex").

These Terms are incorporated into the Agreement between SonarSource and Customer. All capitalized terms used in the Terms but not otherwise defined have the meanings given to them in the Agreement.

1. Definitions

1. "Agreement" means the SonarSource Primary Customer Agreement or other agreement between Customer and SonarSource governing Customer's use of Sonar Products.

2. "Measurement Period" means the monthly period for which the Usage Allowance is calculated and resets, as further described in Section 4.

2. Grants and Conditions

1. **Software Grants.** SonarSource grants Customer and its Affiliates a limited, non-exclusive, non-transferable, non-sublicensable (i) right to access and use the SaaS Components of Vortex; and (ii) license to download, deploy, and use any Self-Managed Components of Vortex.

2. **Conditions.** The grant of rights in Section 2.1 is conditioned on Customer's and its Affiliates' continuous compliance with the Agreement, these Terms, and the SonarSource Acceptable Use Policy set forth at sonarsource.com/legal/aup/, including continuous payment of fees for the underlying SonarQube subscription required for Vortex, and use of Vortex solely for Customer's internal development purposes.

3. Nature of Vortex

1. **Not Sonar AI Software.** Vortex is not Sonar AI Software, as defined in the AI Annex, and the AI Annex does not apply to Vortex. Vortex provides information to LLM Technologies provided by Customer or by nonparties, such as Claude Code, but does not itself use or invoke LLM Technologies.

2. **Input and Output Data.** Source code and related materials that Customer submits to Vortex, or that Vortex otherwise processes, are Customer Data. This includes build artifacts produced in Customer's CI pipeline (e.g., compiled or bundled outputs). The analysis results and context that Vortex returns or makes available to Customer are Alerts.

4. Fees and Usage

1. **Metered Product.** Vortex is a usage-based Product for purposes of Section 3.5 of the Agreement (Usage-Based Fees; Overages). The Billable Unit for Vortex is specified in the Order.

2. **Usage Allowance.** The Usage Allowance per Measurement Period is specified in the Order. Unused Billable Units do not roll over to a subsequent Measurement Period.

3. **Measurement Period.** The Usage Allowance is provided monthly. The Measurement Period begins on the same day of the month as the start of Customer's Vortex term. If the first month does not begin on that day, that month's Usage Allowance, and any Overage Charges for it, are provided and calculated on a pro rata basis.

4. **Overage.** If the Order specifies no Overage rate, SonarSource is not obligated to provide Billable Units beyond the Usage Allowance for the current Measurement Period, and additional capacity is available only by amending the Order.

5. **Counting.** A Billable Unit counts against the Usage Allowance, and toward any Overage, whether or not the relevant output is subsequently used or accepted by a User.

5. Term

1. **Term.** These Terms will apply until the expiration or termination of the Agreement.

2. **Effect of Termination.** Termination of these Terms will not affect any liability or obligations incurred by Customer (such as obligations related to Confidential Information), or licenses and waivers granted by Customer, prior to the effective date of such termination.

6. General

Except as supplemented or modified by these Terms, the Agreement remains in full force and effect.

Addendum 6: SonarQube Remediation Agent Supplemental Terms

These Supplemental Terms ("Terms") govern Customer's access to and use of SonarQube Remediation Agent ("SQRA").

These Terms are incorporated into the Agreement between SonarSource and Customer. All capitalized terms used in the Terms but not otherwise defined have the meanings given to them in the Agreement.

1. Definitions

1. "Agreement" means the SonarSource Primary Customer Agreement or other agreement between Customer and SonarSource governing Customer's use of Sonar Products.

2. "Surfaced Suggestion" means a Suggestion that is made available to Customer or its Users; a Surfaced Suggestion is the Billable Unit for SQRA and may be referred to as a "Fix" in the Order.

3. "Measurement Period" means the monthly period for which the SQRA Usage Allowance is calculated and resets, as further described in Section 4.

2. Grants and Conditions

1. **Software Grants.** SonarSource grants Customer and its Affiliates a limited, non-exclusive, non-transferable, non-sublicensable (i) right to access and use the SaaS Components of SQRA; and (ii) license to download, deploy, and use any Self-Managed Components of SQRA.

2. **Conditions.** The grant of rights in Section 2.1 is conditioned on Customer's and its Affiliates' continuous compliance with the Agreement, the AI Annex, these Terms, and the SonarSource Acceptable Use Policy set forth at sonarsource.com/legal/aup/, including continuous payment of fees for the underlying SonarQube subscription required for SQRA, and use of SQRA solely for Customer's internal development purposes.

3. Sonar AI Software

1. **Sonar AI Software.** SQRA is Sonar AI Software, as defined in the AI Annex, and performs Automated Updates. Customer's acknowledgements and responsibilities under Section 5 (Customer's Acknowledgements and Responsibilities) of the AI Annex apply.

4. Fees and Usage

1. **Metered Product.** SQRA is a usage-based Product for purposes of Section 7 of the AI Annex (Usage-Based Fees; Overages). The Billable Unit for SQRA is a Surfaced Suggestion.

2. **Usage Allowance.** The Usage Allowance per Measurement Period is specified in the Order. Unused Billable Units do not roll over to a subsequent Measurement Period.

3. **Measurement Period.** The Usage Allowance is provided monthly. The Measurement Period begins on the same day of the month as the start of Customer's SQRA term. If the first month does not begin on that day, that month's Usage Allowance, and any Overage Charges for it, are provided and calculated on a pro rata basis.

4. **Overage.** If the Order specifies no Overage rate, SonarSource is not obligated to provide Surfaced Suggestions beyond the Usage Allowance for the current Measurement Period, and additional capacity is available only by amending the Order.

5. **Counting.** A Surfaced Suggestion counts against the Usage Allowance, and toward any Overage, whether or not the Suggestion is subsequently used or accepted by a User.

5. Term

1. **Term.** These Terms will apply until the expiration or termination of the Agreement.

2. **Effect of Termination.** Termination of these Terms will not affect any liability or obligations incurred by Customer (such as obligations related to Confidential Information), or licenses and waivers granted by Customer, prior to the effective date of such termination.

6. General

Except as supplemented or modified by these Terms, the Agreement remains in full force and effect.

Addendum 7: SonarQube Hunter Agent Supplemental Terms

These Supplemental Terms ("Terms") govern Customer's access to and use of SonarQube Hunter Agent ("Hunter Agent").

These Terms are incorporated into the Agreement between SonarSource and Customer. All capitalized terms used in the Terms but not otherwise defined have the meanings given to them in the Agreement.

Hunter Agent is an AI-powered security analysis Product that performs full-codebase analysis to identify logical vulnerabilities that are not detectable through standard static analysis.

Hunter Agent is an add-on Product, available as an add-on to SonarQube Server Enterprise Edition, SonarQube Server Data Center Edition, or SonarQube Cloud Enterprise Plan. It requires a current subscription to one of those underlying offerings.

1. Definitions

1. "Agreement" means the SonarSource Primary Customer Agreement or other agreement between Customer and SonarSource governing Customer's use of Sonar Products.

2. "Scan" means a single execution by Hunter Agent of an analysis run over a project that Customer designates for analysis, whether initiated manually, on a schedule, or automatically by an event in a nonparty platform Customer has connected under Section 9.3 (Nonparty Platform Integrations) of the Agreement.

3. "Scan Unit" means the unit of usage by which Hunter Agent is metered, and is the Billable Unit for Hunter Agent. A Scan consumes a number of Scan Units determined by (a) the size band of the project scanned, measured in lines of code, and (b) the provider of the LLM Technologies used for that Scan. The number of Scan Units consumed per Scan for each combination of size band and provider is set forth in the Order.

4. "Findings" means the vulnerability identifications, descriptions, severity assessments, locations, and supporting explanations that Hunter Agent generates from Input Data and Sonar Proprietary Logic and makes available to Customer for incorporation into Customer's source code or development workflows. Findings are Suggestions, as defined in the AI Annex, and are not Alerts.

5. "Measurement Period" has the meaning given in Section 7.1 of the AI Annex, as specified for Hunter Agent in the Order.

2. Grants and Conditions

1. **Software Grants.** SonarSource grants Customer and its Affiliates a limited, non-exclusive, non-transferable, non-sublicensable (i) right to access and use the SaaS Components of Hunter Agent; and (ii) license to download, deploy, and use any Self-Managed Components of Hunter Agent.

2. **Conditions.** The grant of rights in Section 2.1 is conditioned on Customer's and its Affiliates' continuous compliance with the Agreement, the AI Annex, these Terms, and the SonarSource Acceptable Use Policy set forth at sonarsource.com/legal/aup/, including continuous payment of fees for the underlying SonarQube subscription required for Hunter Agent, and use of Hunter Agent solely for Customer's internal development purposes.

3. **Use of Findings.** Customer shall not use Hunter Agent or the Findings to identify, develop, disclose, or exploit vulnerabilities in software or systems that Customer neither owns nor is authorized to test, and shall not run Scans against codebases for which it lacks authorization from the rights holder. Customer is responsible for handling Findings with the confidentiality appropriate to unremediated security vulnerabilities.

3. Sonar AI Software

1. **Sonar AI Software.** Hunter Agent is Sonar AI Software, as defined in the AI Annex, and does not perform Automated Updates. Customer's acknowledgements and responsibilities under Section 5 (Customer's Acknowledgements and Responsibilities) of the AI Annex apply, including Customer's responsibility to independently review, test, and evaluate Findings before relying on them.

2. **Disclaimer Regarding Findings.** WITHOUT LIMITING SECTION 12.2 OF THE AGREEMENT: SONARSOURCE MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING THE ACCURACY, RELIABILITY, OR COMPLETENESS OF FINDINGS. WITHOUT LIMITING THE FOREGOING, SONARSOURCE DOES NOT WARRANT OR REPRESENT THAT HUNTER AGENT WILL FIND, IDENTIFY, OR REPORT ALL VULNERABILITIES IN A SCANNED PROJECT, OR THAT A PROJECT SCANNED BY HUNTER AGENT IS SECURE OR FREE OF VULNERABILITIES. CUSTOMER IS SOLELY RESPONSIBLE FOR ITS USE OF AND RELIANCE ON FINDINGS.

3. **Nature of Findings.** Customer acknowledges that, given the inherent characteristics and limitations of LLM Technologies, Findings may be incomplete, inaccurate, or non-reproducible between Scans, may report vulnerabilities that do not exist ("false positives"), and may fail to report vulnerabilities that do exist ("false negatives"). SonarSource is not liable for any false positive or false negative.

4. **No Sole Reliance.** Hunter Agent is not a substitute for Customer's own security program, penetration testing, or human security review. Customer agrees not to rely solely on Hunter Agent or the Findings in developing or operating its security strategy, and is solely responsible for assessing each Finding against its own circumstances, environment, and risk assessment, and for deciding whether and how to remediate.

5. **LLM Technology Provisioning.** For purposes of Section 4 of the AI Annex, the LLM Technologies used by Hunter Agent may be provided by nonparties under contract to SonarSource, or by Customer, as specified in the Order. Section 4.1 of the AI Annex (Nonparty LLM Technologies) and Section 4.2 (Customer-provided LLM Technologies) apply accordingly.

4. Fees and Usage

1. **Metered Product.** Hunter Agent is a usage-based Product for purposes of Section 7 of the AI Annex (Usage-Based Fees; Overages). The Billable Unit for Hunter Agent is a Scan Unit.

2. **Usage Allowance.** The Usage Allowance of Scan Units per Measurement Period, the Measurement Period, and the price and bundling of Scan Units are specified in the Order. Unused Scan Units do not roll over to a subsequent Measurement Period.

3. **Consumption.** SonarSource will make the Scan Unit balance available to Customer.

4. **Counting.** A Scan consumes Scan Units when Hunter Agent completes the Scan and makes the resulting Findings available to Customer, whether or not any Finding is subsequently reviewed, acted on, or remediated by a User. A Scan that fails, or that SonarSource cancels, does not consume Scan Units. A Scan that Customer cancels after Hunter Agent has begun analysis consumes the Scan Units applicable to that Scan.

5. **Overage.** If the Order specifies no Overage rate, SonarSource is not obligated to perform Scans beyond the Usage Allowance for the current Measurement Period, and additional capacity is available only by amending the Order or by Customer's purchase of additional Scan Units through the Products.

6. **Included Allowance.** Where SonarSource makes a no-cost allowance of Scan Units available to Customer, that allowance is subject to any separate limit on the number of Scans stated with it, expires at the end of the period for which it is provided, and is not refundable, creditable, or convertible into purchased Scan Units.

5. Term

1. **Term.** These Terms will apply until the expiration or termination of the Agreement.

2. **Effect of Termination.** Termination of these Terms will not affect any liability or obligations incurred by Customer (such as obligations related to Confidential Information), or licenses and waivers granted by Customer, prior to the effective date of such termination.

6. General

Except as supplemented or modified by these Terms, the Agreement remains in full force and effect.