<u>**TERMS OF SERVICE FOR SONARCLOUD**</u>

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SonarSource SA ("**Company**") is a Swiss company based in Geneva Switzerland with UID Registration No. CHE-114.587.664, the creator of SonarQube™, SonarLint™ and SonarCloud™. These Terms of Service (the "**Agreement**") apply to your use of the SonarCloud™ service provided by Company via its website https://sonarcloud.io (the "**Website**"). Please note that by using the Website or any of the related services offered via the Website in any way (the "**Services**"), or by opening an account for these Services (an "**Account**"), you expressly agree that you have read, understood and are bound by this Agreement.

If you violate any of the terms of this Agreement, Company may terminate your Account and/or your Organization (defined below).

ALL SERVICES ARE PROVIDED BY COMPANY VIA THE INTERNET, "AS IS" AND "AS AVAILABLE", WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SECURITY, CONFIDENTIALITY OR NONINFRINGEMENT. IN NO EVENT WILL COMPANY BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY CLAIM, DAMAGES, LOSSES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH YOUR USE OF ANY SOFTWARE OR SERVICES COVERED BY THIS AGREEMENT. YOU EXPRESSLY AGREE TO USE THE SERVICES AT YOUR OWN RISK AND SOLELY AS PERMITTED BY THIS AGREEMENT AND IN ACCORDANCE WITH THE SPECIFIC PROVISIONS CONTAINED BELOW.

1. <u>**Conditions of Use**</u>

1.1.   You must be 18 years old or older to open an Account and use any Services.
1.2.   An Account may only be opened and used by one physical person — i.e., a single login. An Account may not be opened or shared by multiple people or an automated software application (e.g., an Internet bot).
1.3.   You can create, as part of the Services, an organization ("**Organization**") that is used to group and manage projects ("**Projects**"), which can be shared with other users of the Services. You may also create several Organizations from one Account.
1.4.   Public Projects can belong to free or paid Organizations. These public Projects will be visible to all users of the Services.
1.5.   Private (non-public) Projects can only belong to paid Organizations. You may control who has access to private Projects.
1.6.   Sign-up or sign-in for an Account may be provided by Company via third-party providers (e.g., GitHub or others).
1.7.   You are solely responsible for maintaining the security of your Account and password. Company shall not be responsible if someone else has used your Account or if you have provided your Account name or password to any third party.
1.8.   You are responsible for all content posted and all activities that occur via your Account.
1.9.   You must only use the Services in a manner that is compatible with applicable laws and regulations. You must not use the Services for any illegal or unauthorized purposes. Your use of the Services must not infringe or violate any laws in your jurisdiction (including but not limited to intellectual property rights of third parties).

2. <u>**Application Program Interface (API) Terms**</u>

2.1.   You may access the Services data via an API (Application Program Interface). Your use of an API, including use of the API through a third-party product that accesses the Services, is covered by this Agreement, and the specific provisions of this Section 2 apply in all such cases.
2.2.   You expressly understand and agree that Company shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other losses (even if Company has been advised of the

possibility of such damages), resulting from your use of the API or third-party products that access data via the API.

2.3. Abuse or excessively frequent requests to the API may result in the temporary or permanent suspension of your Account access to the API. Company, in its sole discretion, will determine abuse or excessive usage of the API. Company will make a reasonable attempt via email to warn the Account owner prior to suspension.

2.4. Company reserves the right at any time to modify or discontinue, temporarily or permanently, your access to the API (or any part thereof) with or without notice.

3. Payment, Refunds, Upgrading and Downgrading Terms

3.1. Access to paid Organizations is subject to you entering valid payment information via the Website. You must make payment using an authorized credit card.

3.2. Access to a paid Organization on a yearly subscription basis may also be purchased from the Company sales team via: https://sonarcloud.io/contact.

3.3. You are not required to enter payment information for Free Organizations.

3.4. For paid Organizations, the Services will be billed to you in advance on a monthly or yearly basis (depending on your subscription). Please note that all payments are non-refundable and Company will not make any refunds or credits for partial months of service, refunds for upgrades/downgrades, or refunds for any months of unused Services.

3.5. All fees quoted are exclusive of any taxes, levies, or duties that may apply, and you shall be solely responsible for payment of any such taxes, levies, or duties.

3.6. Downgrading a paid Organization to a free Organization may cause a loss of content, features, or in the capacities of your Account. Company does not accept any liability for such losses.

3.7. You are solely responsible for properly downgrading your Organization. Any email or phone requests to Company to downgrade an Organization are not considered valid downgrading notices.

4. Suspension and Termination

4.1. You may terminate this Agreement at any time by closing your Account. You are solely responsible for fully and properly terminating your Account and any Organization you have administrative rights to. This Agreement shall continue to apply until such termination has been completed by you.

4.2. Any Organization and all content in it will be immediately suppressed upon termination. This information cannot be recovered once this Organization is terminated. You are solely responsible to all other users who may be accessing this Organization when you terminate it.

4.3. If you terminate an Organization before the end of the current paid-up month for a paid Organization, your termination will take effect immediately. No refund will be made by Company and Company will not charge you again for that Organization.

4.4. A paid Organization will be suspended by Company if your payment does not go through. Company will resume it once your payment goes through.

4.5. Company, in its sole discretion, has the right to suspend or terminate any Account and/or any Organizations at any time. Company may refuse access to any and all current or future Services for any reason, at any time, as Company shall deem to be reasonable (at its sole discretion). Such termination of Services may result in the suspension or termination of your Account or Organizations, and the forfeiture and relinquishment of all content in your Account or Organizations.

4.6. Company reserves the right to refuse Services to you or anyone, for any reason, at any time.

4.7. Company may unilaterally terminate the Services at any time, without any liability, by providing ninety (90) days' prior written notice on its Website. The provisions of Clause 3.4 shall continue to apply.

5. Modifications to Services or Prices

5.1. Company reserves the right at any time, and from time to time, to modify or discontinue, temporarily or permanently, any Services (or any part thereof) offered with an Account or Organization, with or without prior notice.

5.2. Any new features by Company that augment or enhance the Services will be subject to this Agreement.

5.3.   Prices for all paid Services, including but not limited to paid Organizations, are subject to change upon five (5) days' prior notice by Company. Such notice may be given by Company posting these changes in the Website (at https://sonarcloud.io/) or when you open your Account to use the Services.

5.4.   Company shall not be liable to you or to any third-party for any modifications, new features, price changes, suspensions or terminations of any Accounts, Organizations or Services.

6. Personal Information

6.1   For the purpose of the performance of this Agreement, you will be required to provide your correct name and valid email address.

6.2   This personal information is collected only to be used as part of the Services.

6.3   Company will not sell your personal information, provide it to any third parties, or use it for any purpose other than for the performance of this Agreement.

6.4   You can delete your Account at any time and the information on it will be immediately deleted by Company.

6.5   Company will comply with all data privacy laws applicable to it in Switzerland.

7. Confidential Information

7.1.   For the purpose of the performance of the Services, you will be required to provide source code.

7.2.   Company may use quality and security analyses results and/or snippets of code to enhance the Services but will do so only for this purpose and will not retain this information thereafter.

7.3.   When you provide source code for a private Project, it shall be considered as confidential information belonging to you and shall be treated accordingly by Company.

7.4.   Company will not disclose any confidential information to a third party without your prior written consent, except to the extent as may be required by any competent judicial, governmental or regulatory body. Company will not have any liability to you or any other parties for such disclosure.

7.5.   Company undertakes to ensure that its employees will comply with the confidentiality provisions of this Section 7.

7.6.   These confidentiality provisions do not apply to source code in public Projects or to any information that is available in the public domain.

8. Security

8.1   Please see https://sonarcloud.io/documentation/security/ for information on the security of the hosting, system, data, software, communications, webhooks, authentication and payment.

9. Intellectual Property, Privacy and Rights to Content

9.1.   Save for Company's proprietary copyrights and any trade secrets in any software used to provide Services (or any derivative works made from them), Company claims no intellectual property rights or licenses to any source code you upload or link to the Services. Your profile and uploaded source code or personal information remain yours.

9.2.   By sharing or posting a Project in any free Organization, or as a Public Project in a paid Organization, you expressly understand and agree that anyone can view your source code and metrics.

9.3.   Company does not pre-screen your source code, but Company and its designees have the right (but not the obligation), at their sole discretion, to refuse or remove any source code that you have provided using the Service.

9.4.   You represent and warrant, and will continuously ensure that you have rights and/or sufficient licenses or permissions to use, upload, download and display any source code you provide or upload into any Services.

9.5.   You shall not infringe the intellectual property rights of Company or of any third parties.

9.6.   You expressly understand and agree to defend, hold harmless and indemnify Company against any claim, demand, suit or proceeding made or brought against Company by any third-party alleging that your source code, or your use of any of the Services infringes or misappropriates any intellectual property rights of a third-party, or violates any applicable laws or regulations. You expressly understand and agree to pay and indemnify Company for any damages awarded

against it due to your improper use of your Account or any Organization, and for all reasonable attorneys' fees incurred by Company in connection with any such claim, demand, suit or proceeding; provided that Company: (a) promptly gives you written notice of any such claim, demand, suit or proceeding; and (b) gives you sufficient control to defend and settle such claim, demand, suit or proceeding (provided that you may not settle any claim, demand, suit or proceeding unless the settlement unconditionally releases Company from all liability). Company, at its sole discretion, may provide you with assistance in defending any such claim, at your expense.

9.7. You expressly agree not to duplicate, copy, or reuse any portion of any HTML/CSS, JavaScript, or visual design element or concept of the Website or Services without the express prior written permission of Company.

9.8. SONARSOURCE™, SONARCLOUD™, SONARLINT™ and SONARQUBE™ are trademarks belonging to Company. Company does not grant you any licenses to use any of these trademarks or any other brands of Company and no licenses are inferred, granted or assumed pursuant to your use of any Services.

10. <u>No Risk or Liability for Company</u>

10.1. You expressly understand and agree that your use of any Services is at your sole risk.

10.2. Support for Services is only available in English. All requests for assistance must be submitted via the form available at https://sonarcloud.io. Company makes no warranties or representations regarding any response times or results for any support it may offer, which shall be provided at its sole discretion.

10.3. You expressly understand and agree that Company may use any third-party vendors and hosting partners of its choice to provide hardware, software, networking, storage, and related technology support or assistance as it deems useful to provide any Services and that Company shall not be responsible for any losses of data or breaches of confidentiality caused by any such third parties.

10.4. You expressly understand and agree that you are not authorized to modify, adapt, reverse engineer, or hack any Company software or Services or modify the Website or any other Company website.

10.5. You expressly understand and agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of any Services, not to use any Services outside the permitted scope of this Agreement and not to provide access to any Services on a commercial basis without the express prior written permission of Company.

10.6. Company may (but has no obligation to) remove source code, Accounts, Organizations or other materials containing content that it determines (at its sole discretion) to be unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable, or which it believes may violate any intellectual property rights or this Agreement.

10.7. Verbal, physical, written or other abuse (including threats of abuse or retribution) against any Company customer, employee, consultant, subcontractor, director, officer or other Services user may result in immediate Account or Organization suspension or termination, at Company's sole discretion.

10.8. You expressly understand and agree that the technical processing and transmission of any data as part of any Services, including any content you provide, may be transferred unencrypted and may involve: (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

10.9. If you use a free Organization, Company expects you to use it in a reasonable manner, to consume only what you really need for your own purposes, and to comply with basic rules of etiquette (e.g., not to have too many Projects attached to a single free Organization or Account at a time, and not to run unreasonable numbers of analyses), as determined by Company at its sole discretion.

10.10. You expressly understand and agree not to transmit any worms, viruses, spyware or malware, or any code of a destructive nature or which could be detrimental to the Company or any other users of Services.

10.11. If your bandwidth usage significantly exceeds the average bandwidth usage of other Accounts or you make unreasonable use of any Services (as determined by Company at its sole discretion), Company reserves the right to immediately disable your Account or throttle your file hosting or terminate, suspend or otherwise restrict access to your Organizations, until you reduce your bandwidth consumption or return to a more reasonable level of use.

10.12. As stated above, in the opening paragraphs of this Agreement, Company does not warrant that: (i) any Services will meet any specific requirements, (ii) any Services will be uninterrupted, timely, secure, or error-free, (iii) any results that may be obtained from the use of any Services will be accurate or reliable, (iv) the quality of any products, services, information, or other materials purchased or obtained by you through or using any Services will meet your expectations, or (v) any errors in any Services will be corrected.

10.13. You expressly understand and agree that Company shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Company has been advised of the possibility of such damages), resulting from: (i) your use or inability to use any Services; (ii) the cost of procurement of substitute goods or services resulting from any goods, data, information or services you purchase or obtain or messages you receive or transactions you enter into through or from any Services; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third-party regarding any Services; or (v) any other matter relating to any Services.

11. Governing Law and Dispute Resolution

11.1. This Agreement is governed by and construed in accordance with Swiss law.

11.2. Any dispute, controversy or claim arising under, out of or relating to this Agreement and any subsequent amendments of this Agreement, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be submitted to mediation in accordance with the WIPO Mediation Rules in effect at that date. If, and to the extent that, any such dispute, controversy or claim has not been settled pursuant to the mediation within ninety (90) days of the commencement of the mediation, it shall, upon the filing of a Request for Arbitration by either party, be referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules in effect at that date. Alternatively, if, before the expiration of the said period of ninety (90) days, either party fails to participate or to continue to participate in the mediation, the dispute, controversy or claim shall, upon the filing of a Request for Arbitration by the other party, be referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules. The arbitral tribunal shall consist of a sole arbitrator. The seat of any mediation or arbitration shall be Geneva, Switzerland. The language to be used in any such proceedings shall be English. The dispute, controversy or claim referred to arbitration shall be decided in accordance with Swiss law.

12. Miscellaneous

12.1. This Agreement constitutes the entire agreement between you and Company for opening any Account or for using any Services. It governs all uses you may make of your Account, Organizations or any Services after having created or accessed them. This Agreement cancels and supersedes all prior oral or written communications, proposals, conditions, representations or warranties between you and Company, and prevails over any conflicting or additional terms mentioned in any price quotations, purchase orders, acknowledgments or other communications between you and Company that Company has not expressly agreed to in writing.

12.2. You expressly understand and agree that the opening disclaimers at the beginning of this Agreement form part of this Agreement, are binding on you and take precedence when interpreting or construing any provisions of this Agreement.

12.3. Any questions you may have about this Agreement may be sent to contact@sonarcloud.io. Company shall have sole discretion as whether, how and when it shall respond to any such questions.

12.4. The failure of Company to exercise or enforce any rights or provisions of this Agreement shall not constitute its waiver of any such rights or provisions.

12.5. The English language version of this Agreement is the only valid version. Translations into other languages are not legally binding.

12.6. If the terms and conditions put forth herein should be modified or changed by Company, they will be posted on the Website at https://sonarcloud.io/terms.pdf and shall automatically come into effect fifteen (15) days from the date of posting in Section 12.7. You expressly understand

and agree that you are responsible for checking the Website periodically for any such changes or updates.

12.7.   This Agreement was posted on October 26, 2020 and replaces all previous versions as of that date. You expressly understand and agree that your continued use of any Services after that date shall be your automatic acceptance of this Agreement. You may decline to accept by providing Company with written notice of non-acceptance sent by email to contact@sonarcloud.io within fifteen (15) days from the above date. In that case the previous version of this Agreement will continue to apply up to a maximum of one (1) more month from the date you send your notice of non-acceptance. After that period, this Agreement shall apply if you did not terminate your Account and all related Organizations beforehand in accordance with Clause 4.1.