

# Cppcheck Premium

## End User License Agreement (EULA)

This End User License Agreement (“**EULA**”) is between **Cppcheck Solutions AB** (“**Licensor**”) and the **company or other organization** that uses the Software (the “**User**”). By installing or using Cppcheck Premium (the “**Software**”), you confirm that you act on behalf of the User and have authority to accept this EULA. If you do not agree, or do not have such authority, do not install or use the Software.

### 1 Definitions

- 1.1 **User:** The company, legal entity, or other organization that has been granted a license to use the Software under this EULA, as identified in the Purchase Agreement. Any employee, contractor, or representative who uses the Software does so on behalf of the User.
- 1.2 **Licensor:** Cppcheck Solutions AB, Reg. No. 559293-8806, St Göransgatan 95, 112 45 Stockholm, Sweden.
- 1.3 **Software:** The Cppcheck Premium software, including updates, upgrades, bug fixes, and related documentation provided by the Licensor.
- 1.4 **Term:** The subscription term for the Software, as defined in the User’s purchase agreement or signed quotation, including any agreed renewal terms.
- 1.5 **Effective Date:** The date the User first accepts this EULA or first installs or uses the Software, whichever occurs first.
- 1.6 **Force Majeure Event:** Any event beyond a party’s reasonable control, including natural disasters, war, terrorism, civil unrest, strikes or other labor disputes, cyberattacks, failures of utilities or telecommunications, or changes in law or regulation.
- 1.7 **Intellectual Property Rights:** All copyrights, patents, trademarks, trade secrets, source code, libraries, and other proprietary or intellectual property rights related to the Software and its documentation.
- 1.8 **Purchase agreement:** “Purchase Agreement” means any order form, quote, invoice, or other written ordering document (including any online order or click-through order) between the Licensor and the User that identifies the Software being licensed and specifies the License Type, Term, fees, and any additional commercial or license-specific terms applicable to the User’s use of the Software.

### 2 License Types

- 2.1 **Project License:** The Software may be used within specific Git repositories, limited by the maximum number of contributors and/or lines of code (LoC) stated in the Purchase Agreement.

- 2.2 Enterprise License: The Software may be used within a designated business unit, legal entity, or enterprise site of the User, subject to user, system, site, or environment limits in the Purchase Agreement.
- 2.3 University License: Available only to academic institutions, for use by their faculty and students as authorized by the institution, strictly for non-commercial education and research. Any commercial use under a University License is prohibited.
- 2.4 Safety kit: The Safety Kit (tool qualification kit) may be used for the specified product, or project, as stated in the Purchase Agreement. It is valid for the software version specified in the safety kit. It does not include a subscription of the Software.

### **3 License Grant**

- 3.1 Grant of license: Subject to payment of all applicable fees and compliance with this EULA and the Purchase Agreement, the Licensor grants the User a limited, non-exclusive, non-transferable, non-sublicensable, worldwide license to install and run the Software on the User's own systems or private infrastructure and to use the Software during the Term, only within the scope of the License Type purchased and for the User's internal business purposes (or, for University Licenses, non-commercial academic purposes).
- 3.2 Scope of use: The Software must be used strictly within the limits of the applicable License Type (including any limits on machines, repositories, contributors, LoC, business units, or environments) as specified in the Purchase Agreement.
- 3.3 No sublicensing or distribution: The User may not sublicense, sell, rent, lease, lend, or redistribute the Software, or provide it as a hosted or managed service to third parties, without the Licensor's prior written consent.
- 3.4 No reverse engineering: Except where expressly permitted by law in a way that cannot be overridden by contract, the User must not reverse engineer, decompile, disassemble, modify, or otherwise attempt to derive the Software's source code.
- 3.5 AI/ML use prohibition: The User may not use the Software, or any part of the Software, or any data, analysis, or other output produced by the Software, to create, train, test, or improve any machine-learning or artificial-intelligence models or related datasets. Such use is not permitted under this EULA and will be treated as a material breach that terminates the User's right to use the Software, without any refund of fees already paid. CI/CD and automated QA processes are allowed.
- 3.6 Open-source components: The Software includes open-source components that are governed by separate licensing terms. Those terms apply to the relevant components in addition to this EULA.

### **4 Compliance and Enforcement**

- 4.1 Verification of compliance: Upon reasonable written request, the User must provide accurate records and other information needed for the Licensor to verify that the User's use of the Software complies with this EULA and the applicable License Type.
- 4.2 Consequences of non-compliance: If the User does not comply with this EULA or the scope of the License Type, the Licensor may require the User to remedy the non-

compliance or purchase additional licenses, suspend the User's license or access to updates, and/or terminate the license and take legal action where appropriate.

## **5 Intellectual Property**

- 5.1 Ownership: The Software is licensed, not sold. The Licensor retains all right, title, and interest in and to the Software and all related Intellectual Property Rights. The User receives only the limited rights expressly granted in this EULA.
- 5.2 No rights to source code: This EULA does not grant the User any rights to the Software's source code, designs, or other proprietary components

## **6 Warranties**

- 6.1 Licensor warranties: The Licensor warrants that it has the legal right and authority to grant the license under this EULA; that when used in accordance with the documentation and on supported environments the Software will function in material compliance with that documentation; and that, to the Licensor's knowledge at delivery, the Software is not intentionally designed to contain malicious code intended to damage the User's systems.
- 6.2 User warranties: The User warrants that it is a duly organized entity with authority to enter into this EULA and that it will comply with this EULA and all applicable laws when using the Software.

## **7 Limitations and Disclaimers**

- 7.1 "As is" and disclaimer: Except for the express warranties in Section 6.1, the Software is provided "as is". To the maximum extent permitted by law, the Licensor disclaims all other warranties, whether express, implied, statutory, or otherwise, including implied warranties of merchantability, fitness for a particular purpose, and non-infringement.
- 7.2 No guarantee of error-free operation: The Licensor does not guarantee that the Software will be free from defects, security vulnerabilities, or compatibility issues, or that it will operate without interruption.
- 7.3 Exclusion of certain damages: To the maximum extent permitted by law, the Licensor is not liable for any indirect, incidental, consequential, special, or punitive damages, including loss of profits or revenue, loss of business, business interruption, or loss or corruption of data, even if the Licensor has been advised of the possibility of such damages.
- 7.4 Non-excludable liability: Nothing in this EULA limits or excludes liability for fraud, gross negligence, or death or personal injury caused by negligence, or any other liability that cannot lawfully be limited or excluded.
- 7.5 Liability cap: To the maximum extent permitted by law, the Licensor's total aggregate liability to the User under or in connection with this EULA, whether in contract, tort (including negligence), or otherwise, is limited to the total amount paid or payable by the User to the Licensor for the Software during the twelve (12) months immediately before the event giving rise to the claim.

## **8 Indemnification**

- 8.1 Indemnification by User: The User will indemnify and hold harmless the Licensor and its officers, directors, employees, and agents from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable legal fees) arising out of the User's misuse of the Software or use in violation of this EULA or applicable law.
- 8.2 Indemnification by Licensor: The Licensor will indemnify the User against third-party claims that the Software, when used in accordance with this EULA and the documentation, infringes that third party's Intellectual Property Rights. This does not apply where the claim results from the User's modification of the Software, from combination with products, services, or data not required to use the Software or not provided or approved by the Licensor, or from use outside the scope of the License Type or contrary to this EULA or the documentation.

## **9 Termination**

- 9.1 Termination by User: The User may terminate this EULA by giving the Licensor at least thirty (30) days' prior written notice, subject to any minimum Term or other conditions in the Purchase Agreement.
- 9.2 Termination for material breach: Either party may terminate this EULA if the other party materially breaches it and does not cure the breach within thirty (30) days after receiving written notice describing the breach.
- 9.3 Effect of termination: Upon termination or expiry of this EULA for any reason, all rights and licenses granted to the User end immediately; the User must stop using the Software; and the User must promptly uninstall and permanently delete or destroy all copies of the Software in its possession or control (including backups) and, if requested, confirm this in writing.
- 9.4 Suspension or revocation: The Licensor may suspend or revoke the User's license or access to the Software if non-compliance with this EULA is detected or reasonably suspected and the User does not cure the non-compliance within ten (10) days after receiving written notice describing the non-compliance, without prejudice to any other rights or remedies.
- 9.5 No refunds: In all cases of termination or expiry of this EULA, all fees already paid by the User are non-refundable, regardless of the reason for termination, except where mandatory law requires a refund.

## **10 Governing Law and Dispute Resolution**

- 10.1 Governing law: This EULA and any disputes arising out of or in connection with it (including non-contractual disputes) are governed by the laws of Sweden, without regard to conflict-of-laws rules.
- 10.2 Jurisdiction: Any dispute arising out of, or in connection with, this EULA shall be submitted to the exclusive jurisdiction of the courts of Stockholm, Sweden, unless otherwise agreed in writing between the parties.

## **11 General Provisions**

- 11.1 No waiver: No failure or delay by either party in exercising any right or remedy under this EULA will be considered a waiver of that or any other right or remedy. Any waiver must be in writing and signed by the waiving party.
- 11.2 Severability: If any provision of this EULA is found to be invalid or unenforceable, the rest of the EULA remains in full force and effect. The invalid provision will be replaced with a valid provision that comes closest to the original intent.
- 11.3 Entire agreement and changes: This EULA, together with the applicable Purchase Agreement, forms the entire agreement between the parties regarding the Software and replaces all prior or contemporaneous agreements on this subject. Any changes to this EULA must be in writing and signed by both parties.
- 11.4 Force majeure: Neither party is liable for delay or failure to perform obligations under this EULA if caused by a Force Majeure Event. The affected party will use reasonable efforts to limit the effects of the event and resume performance as soon as reasonably possible.