

Cppcheck Premium

End User License Agreement (EULA)

This End User License Agreement ("EULA") governs the use of Cppcheck Premium ("Software"). By installing or using the Software, you (the "User") agree to comply with these terms.

1 Definitions

- 1.1 User: The individual, company, or organization that has been granted a license to use the Software under this EULA.
- 1.2 Licensor: Cppcheck Solutions AB, a Swedish company (Reg. No. 559293-8806), located at St Göransgatan 95, 112 45 Stockholm, Sweden.
- 1.3 Software: The Cppcheck Premium software, including its updates and related documentation.
- 1.4 License Types:
 - (i) Individual License: Permits use on a single designated physical machine (i.e. its "node-locked"). The license is non-transferable and may not be used in Continuous Integration/Continuous Deployment (CI/CD) environments.
 - (ii) Project License: Permits use within specific Git repositories and is limited to a maximum number of contributors and/or LoC, as defined in the purchasing agreement.
 - (iii) Enterprise License: Grants usage rights within a designated business unit or enterprise site, subject to user and system limitations outlined in the purchasing agreement.
 - (iv) University License: Available exclusively for academic institutions, faculty, and students. This license permits strictly non-commercial use of the Software for educational and research purposes only.
- 1.5 Term: The duration of the license as set in the purchase agreement.
- 1.6 Effective Date: The date on which the User accepts this EULA.
- 1.7 Force Majeure Event: Events beyond reasonable control, including natural disasters, cyberattacks, and legal changes.
- 1.8 Intellectual Property Rights: All copyrights, patents, trademarks, and other proprietary rights related to the Software.

2 License Grant

- 2.1 The Licensor grants the User a non-exclusive, worldwide license to install and use the Software for the duration of the Term, subject to the license type defined in the purchasing agreement and the following conditions:

- 2.2 The Software must be used strictly within the scope of the purchased license type.
- 2.3 The User may not sublicense, sell, rent, lease, or redistribute the Software without prior written consent.
- 2.4 Reverse engineering, decompilation, modification, or attempting to derive the source code is strictly prohibited.
- 2.5 AI/ML Use Prohibition: The User may not (and may not permit any third party to) use the Software, any portion of it, or any data, results, or outputs generated by it to train, fine-tune, retrain, benchmark, or otherwise improve (directly or indirectly) any machine-learning or artificial-intelligence models (including foundation models and large language models), or to create datasets for any of the foregoing, without the Licensor's prior written consent. Any such use is a material breach of this EULA and immediately terminates your license.
- 2.6 The Software includes open-source components governed by separate licensing terms.

3 Compliance and Enforcement

- 3.1 The User must provide necessary records or access to verify compliance upon reasonable request.
- 3.2 Failure to comply may result in termination of the license and legal action.

4 Intellectual Property

- 4.1 The Licensor retains all Intellectual Property Rights in the Software.
- 4.2 This EULA does not grant the User any rights to the Software's source code or proprietary components.

5 Warranties

- 5.1 The Licensor warrants that:
 - (i) It has the legal right to license the Software.
 - (ii) The Software will function in material compliance with its official documentation.
 - (iii) The Software does not contain any malicious code designed to harm the User's systems.
- 5.2 The User warrants that:
 - (i) They have the legal authority to enter into this agreement.
 - (ii) They will comply with all terms and conditions set forth in this EULA.

6 Limitations and Disclaimers

- 6.1 The Software is provided "as is," except as explicitly stated in this EULA.
- 6.2 The Licensor does not guarantee that the Software will be entirely free from defects, security vulnerabilities, or compatibility issues.

- 6.3 The Licensor is not responsible for indirect damages, including but not limited to loss of profits, business interruptions, or data corruption.
- 6.4 Liability for fraud, gross negligence, or death caused by negligence is not limited.
- 6.5 The aggregate liability of the Licensor to the User under this EULA shall not exceed the total amount paid by the User to the Licensor during the last 12 months.

7 Indemnification

- 7.1 The User agrees to indemnify and hold the Licensor harmless from any claims arising from misuse or violation of this EULA.
- 7.2 The Licensor agrees to indemnify the User against claims that the Software infringes third-party Intellectual Property Rights, except where the User has modified the Software or used it outside the agreed scope.

8 Termination

- 8.1 The User may terminate this EULA by providing at least 30 days' written notice.
- 8.2 Either party may terminate the agreement if the other party materially breaches any provision.
- 8.3 Upon termination, the User must cease using the Software and delete all copies from their systems.
- 8.4 The Licensor reserves the right to suspend or revoke the license if non-compliance is detected.

9 Governing Law and Dispute Resolution

- 9.1 This EULA is governed by Swedish law.
- 9.2 Disputes arising under this EULA shall be resolved in the courts of Stockholm, Sweden.

10 General Provisions

- 10.1 No waiver of any breach of this EULA shall be effective unless in writing and signed by the waiving party.
- 10.2 If any provision of this EULA is found to be invalid or unenforceable, the remainder of the agreement shall continue in full force and effect.
- 10.3 Any modifications to this EULA must be made in writing and signed by both parties.