

## **TERMS AND CONDITIONS FOR THE USE OF THE SONARQUBE™ BRAND AND APPROVED LOGOS**

SONARQUBE is an open software platform that manages the code quality of software by monitoring the seven following axes of code quality: (i) architecture & design; (ii) duplications; (iii) unit tests; (iv) complexity; (v) potential bugs; (vi) coding standards; and (vii) comments. It can be downloaded for free on the Internet from the website <http://www.sonarqube.org> (the “**Website**”) under a [GNU Lesser General Public License, Version 3 \(“\*\*LGPLv3\*\*”\)](#). The developer and owner of the platform is SonarSource SA, a company located in Geneva, Switzerland. SONARQUBE™, SONARLINT™ and SONARSOURCE™ are proprietary trademarks belonging to SonarSource SA.

SonarSource SA has decided to offer a license for the use of its SONARQUBE trademarks (the “**Trade Marks**”) and related Approved Logos as identified below or on its Website (collectively, the “**SONARQUBE IP Rights**”), subject to the terms and conditions contained in this document. This license is granted free of charge to certain categories of persons (“**Approved Users**”, as defined below).

This license sets compliance criteria to ensure quality control and that certain safety and ethical standards are met by anyone wishing to use the SONARQUBE IP Rights, so that consumers can have confidence in the use of the SONARQUBE brand whenever an Approved Logo is visible, and so that consumers can identify SonarSource SA as being the original source of these IP Rights. By using any SONARQUBE IP Rights you (“**Licensee**”) agree that you are entering into this binding agreement (the “**Agreement**”) under Swiss law with SonarSource SA under the following terms and conditions:

### **1. LICENSE**

- 1.1. SonarSource SA hereby grants Licensee a worldwide, non-exclusive, non-transferable, non-sublicensable, and revocable license to use the SONARQUBE IP Rights indicated below on Licensee’s products and accompanying materials in the manner set out below, *provided that* Licensee shall be an Approved User as defined in Section 2 below and that Licensee shall comply at all times with the terms and conditions set forth in this Agreement.
- 1.2. This Agreement shall only apply and Licensee may only use the SONARQUBE IP Rights in relation to an official version of the SONARQUBE platform, which was downloaded directly from SonarSource SA’s Website and has not been modified in any way since then (an “**Official Version**”). Licensee is not permitted to use any SONARQUBE IP Rights where the SONARQUBE platform is not an Official Version or where it has been modified.
- 1.3. On each occasion when Licensee uses any SONARQUBE IP Rights visibly, Licensee shall add and use one of the Applied Logos in its exact state, without modification, with the exception that Licensee may proportionally resize the Applied Logo in accordance with how it was originally downloaded from the Website. Licensee hereby undertakes as follows:
  - 1.3.1. not to use any SONARQUBE IP Rights in such a way that any of them may become generic, lose their distinctiveness, mislead the public, create confusion, dilute or be materially detrimental to or inconsistent with the good name, goodwill, reputation or image of SonarSource SA;

- 1.3.2. not to use any SONARQUBE IP Rights in a way that would promote the use or sale of any products or services that compete with any commercial products or services of SonarSource SA; and
- 1.3.3. to ensure that SonarSource SA is recognised as the source of the SONARQUBE platform and IP Rights, and that Licensee's employees and consultants shall respect and comply with the rights and conditions contained in this Agreement, which shall survive termination of this Agreement.
- 1.4. No rights or licenses are given pursuant to this Agreement to use the brand SONARSOURCE™ or any other intellectual property rights of SonarSource SA that are not specifically licensed pursuant to this Agreement.

## **2. APPROVED USERS**

- 2.1. Licensee confirms that (s)he/it falls under at least one of the following categories of Approved Users and that Licensee shall only use the Approved Logos provided on the Website at [www.sonarqube.org/approved-logos](http://www.sonarqube.org/approved-logos) for the specific category of Approved User they comply with, as indicated on the Website. Approved Users may use the Approved Logos online or in printed materials.
  - 2.1.1. ***"Inspected with SonarQube"*** Logo: Approved Users are those that regularly inspect their application or applications with an Official Version of the SONARQUBE platform. They may use this logo in the inspected application's marketing, with SonarSource SA remaining identifiable as the source of the SONARQUBE platform, and may also link this logo to their SONARQUBE Instance.
  - 2.1.2. ***"Continuous Inspection SonarQube"*** Logo: Approved Users are those writing an article or any materials for publication that relate primarily to an Official Version of the SONARQUBE platform, or referencing the SONARQUBE platform in social media. This logo may not be used when writing primarily about products or services that are not provided by the company SonarSource SA. This Approved Logo should maintain an active link to SonarSource SA's Website whenever possible.
- 2.2. No rights or licenses are granted to any users or persons wishing to use the Trade Marks or any Approved Logos separately, or who do not fall into one of the Approved User categories described above. The corresponding Approved Logos must be used exactly as they are provided, unless Licensee enters into a separate written agreement signed by SonarSource SA.

## **3. QUALITY CONTROL AND COMPLIANCE**

- 3.1. In consideration for Licensee's ability to use the SONARQUBE IP Rights in accordance with the terms and conditions of this Agreement and Licensee's representation that (s)he/it falls within a category of Approved Users, Licensee hereby agrees to scrupulously adhere to the compliance criteria set forth below by SonarSource SA, which are designed to ensure quality control and that certain safety and ethical standards are met whenever the SONARQUBE IP

Rights are used, thus enabling consumers to gain confidence when using products that visibly display the Trade Marks or an Approved Logo and relate them to SonarSource SA.

- 3.2. Licensee shall ensure that all content where the SONARQUBE IP Rights shall be visible shall be of high quality. Licensee shall behave ethically and honestly with its clients and any SONARQUBE users or SONARSOURCE customers at all times. All statements and information provided shall be truthful, precise and accurate at all times. Licensee shall not misrepresent the origin of any sequences or fragments of code, and shall quote or identify them accurately and in context.
- 3.3. Licensee shall obtain all rights, approvals and consents necessary to provide its content, products or services as required under any applicable laws or from any third parties as may be necessary.
- 3.4. Licensee shall not knowingly or recklessly infringe any intellectual property rights not belonging to it, or for which it has not obtained a license.
- 3.5. When used as a word in any text, the word "SONARQUBE" shall be used as an adjective that modifies a common noun (e.g., as in "SONARQUBE platform" or "SONARQUBE software"), and in such a way as to clearly distinguish the use of the word SONARQUBE as a brand that qualifies the noun, and not as a noun *per se*. The word SONARQUBE shall not be used as a subject that modifies a verb, or as a proper noun, nor shall it be used in the plural or possessive form. "SONARQUBE" shall always be written in upper case letters and in such a way as to distinguish it visually from surrounding text. It shall always be spelled accurately and shall not be shortened or abbreviated.
- 3.6. The phrase "*SONARQUBE™ is a proprietary trademark belonging to SonarSource SA*" (or similar words to that effect) shall be added to all documents or publications that show an Approved Logo or contain the word SONARQUBE.

#### **4. FORBIDDEN USES**

- 4.1. Licensee shall not use any SONARQUBE IP Rights on any products or contents that are misleading or do not relate to an Official Version of any SONARQUBE platform. Any descriptions of Licensee's products that contain any visible SONARQUBE IP Rights need to be accurate and conform to their specifications.
- 4.2. Licensee shall not commit any act or permit any act (whether by action or omission), the likely result of which would be that SonarSource SA's reputation or the reputation of its SONARQUBE IP Rights might be brought into disrepute, or which act or omission could reasonably be expected to have an adverse effect on SonarSource SA's intellectual property or other business interests.
- 4.3. Licensee shall not use the SONARQUBE IP Rights or any other marks, logos, icons or brands belonging to SonarSource SA in any manner that suggests or could imply any affiliation with or endorsement, sponsorship, or support by SonarSource SA of any content, products or services of Licensee or of any third party, unless expressly otherwise permitted to do so by

SonarSource SA in writing. Nor shall they be used in connection with any competing products or services that are not SONARQUBE or SONARSOURCE products or services.

- 4.4. Licensee shall not imitate any packaging, web site design, logos, or graphic user interfaces of SonarSource SA.

## **5. APPROVED LOGOS**

Licensee recognises that the SONARQUBE IP Rights include Approved Logos that are distinctive works of art, which are protected by copyrights and design rights, and that they are the sole property of SonarSource SA. Licensee may only use Approved Logos as they are provided for use via the Website, and Licensee may only use the appropriate Approved Logo(s) that correlate to their category(ies) of Approved Users as indicated in the Website, and provided that the Approved Logos are downloaded and duplicated exactly as they are found on the Website. Licensee shall not vary any colors, shapes, proportions, the granularity or any relative dimensions of any Approved Logos in any way without the express prior written permission of SonarSource SA. No text appearing in any Approved Logos may be modified or deleted.

## **6. EXCLUSION OF LIABILITY & INDEMNIFICATION**

- 6.1. SonarSource SA hereby expressly excludes any and all liability or responsibility for any products or services provided or generated by Licensee that displays any SONARQUBE IP Rights. The use of any SONARQUBE IP Rights shall not be deemed to create or confer any endorsement or approval by SonarSource SA of Licensee of her/his/its products, services or of anything else provided by the Licensee.
- 6.2. Licensee shall fully protect, hold harmless, defend and indemnify SonarSource SA (together with its officers employees, agents, clients and affiliates) from any and all liability, loss, damages, costs, legal costs, professional and/or other expenses of any nature whatsoever that may be incurred or suffered by SonarSource SA arising out of or relating to the use by the Licensee of any SONARQUBE IP Rights, or that may otherwise come into existence as a result of this Agreement or resulting from any and all liability claims brought by third parties that may be brought against SonarSource SA as a result of Licensee's use of any SONARQUBE IP Rights.

## **7. TERM AND TERMINATION**

- 7.1. This Agreement provides an annual license, which begins on January 1<sup>st</sup> and ends on December 31<sup>st</sup> of every calendar year. It is automatically entered into whenever Licensee first uses any SONARQUBE IP Rights. The Agreement may be renewed automatically thereafter from year-to-year by the ongoing use of the SONARQUBE IP Rights, subject to any modifications to these terms and conditions that SonarSource SA may issue from time to time on the Website at <http://sonarqube.org/license-to-use-SONARQUBE-Logos>.
- 7.2. This Agreement may be terminated unilaterally by SonarSource SA at any time, with or without cause, with immediate effect by delivering notice via email to Licensee, or to the Registrant Email address of record for the domain name of the Internet site on which the SONARQUBE IP Rights are displayed, or by registered mail to the physical address

corresponding to printed materials which display the SONARQUBE IP Rights. Upon receipt of an e-mail or other notice of termination from SonarSource SA or its representatives, Licensee shall promptly remove all references to any SONARQUBE IP Rights from its products and services, and/or any related materials.

7.3. Termination by SonarSource SA of this Agreement at any time shall not entitle Licensee to claim for any damages or compensation, and Licensee hereby expressly waives any rights or causes of action (s)he/it may have against SonarSource SA that may relate to or otherwise be derived from Licensee's use of any SONARQUBE IP Rights.

7.4. Sections 4 (Forbidden Uses), 6 (Exclusion of Liability & Indemnification) and 8 (Legal & ADR Provisions) shall survive the termination of this Agreement.

## **8. LEGAL & ADR PROVISIONS**

8.1. This Agreement is deemed to have been entered into and made in Switzerland and shall be governed by and construed in accordance with Swiss law.

8.2. Any dispute, controversy or claim arising under, out of or relating to this Agreement, or 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 relating to the use of any SONARQUBE IP Rights, shall be submitted to mediation in accordance with the WIPO Mediation Rules. The place of mediation shall be Geneva, Switzerland. The language to be used in the mediation shall be English.

8.3. 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 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 place of arbitration shall be Geneva. The language to be used in the arbitral proceedings shall be English. The dispute, controversy or claim referred to arbitration shall be decided in accordance with Swiss law.

8.4. Notwithstanding the foregoing, SonarSource SA shall be entitled to seek such injunctive or equitable relief or to take such interim or preliminary measures against Licensee in any national courts, anywhere in the world, as SonarSource SA may believe is necessary to protect any SONARQUBE IP Rights and/or any other intellectual property rights of SonarSource SA anywhere in the world.

These terms and conditions were last updated on October 5, 2015.