
END USER LICENSE AGREEMENT - EULA

- General Terms for using the SourceMeter software product owned by FrontEndART Software Ltd. -

This Agreement is made and entered into between the licensee – hereinafter called ‘End User’ – and FrontEndART Software Ltd. – hereinafter called ‘FrontEndART’ – with the terms and conditions listed below.

On condition that you read the present EULA and the related documents and – by scrolling down to the bottom of the page – you agree to the terms and conditions set forth in them, you have the opportunity to order the Software, to pay the fee and to download the Software. By agreeing to this EULA you acknowledge that other Documentation related to the Software also form an integral part of this Agreement.

1. Definitions

- **‘Agreement’** – each and every agreement concluded between the parties for the use of the SourceMeter Software, including the present EULA, the Software description on the website and in the appendix of the EULA and other Documentation that all form an integral part of this Agreement.
- **‘End User’** – natural or legal person, entity or organization that by agreeing to the terms and conditions set forth in the EULA and its attached documents, by paying the license fee and by receiving the product key acquired the rights to use the Software.
- **‘Software’** – the SourceMeter Software product owned by FrontEndART and all the necessary updates, modifications, maintenance services and Documentation, and the services and information required for operating the Software.
- **‘Documentation’** – all the information sent by FrontEndART to End User and uploaded to the SourceMeter website that are necessary for using and operating the Software and for interpreting the Agreement, and to which End User has access.
- **‘Subscription Period’** – the subscription period starts on the day of getting access to the Software (when the product activation key is sent) and lasts for a duration of 360 days. After the expiration of the Subscription Period the Software does not perform any further work process. The subscription can be renewed for a period of further 360 days with the conditions valid at the time of renewing, on the condition that End User pays the subscription fee for the next period and receives a new product activation key from FrontEndART.

- License types:
 - a) **'free license'** – this license type is valid for an unlimited period of time and facilitates analyzing unlimited number of custom-made software developed or purchased by the End User. The license allows the analysis of software projects without limitation regarding the total length of source code. This license does not contain the following modules: VulnerabilityHunter (for Java), AndroidHunter (for Java), FaultHunter (for Java, Python, C/C++, and RPG), DuplicatedCodeFinder (for RPG). This license does not contain support.
 - b) **'basic license'** – this license type is valid for a period of 360 days starting on the day of receiving the product activation key and facilitates checking unlimited number of custom-made software developed or purchased by the End User. This license contains all modules but the following modules operate only on software projects containing a maximum of 100,000 lines of source code: VulnerabilityHunter (for Java), AndroidHunter (for Java), FaultHunter (for Java, Python, C/C++, and RPG), DuplicatedCodeFinder (for RPG).
 - c) **'professional license'** – this license type is valid for a period of 360 days starting on the day of receiving the product activation key and facilitates checking unlimited number of custom-made software developed or purchased by the End User. The license contains all modules and allows the analysis of software projects without limitation regarding the total length of source code.

2. SourceMeter 8.0 Software description

FrontEndART SourceMeter is a source code analyzer tool, which can perform deep static analysis of the source code of complex software systems implemented in C/C++, Java, C#, Python, or RPG programming languages.

The source code of a program is usually its only up-to-date documentation. At the same time, the source code is the exquisite bearer of knowledge, business processes and methodology, accumulated over a long period of time. Source code quality decrease, which happens due to many quick fixes and time pressure, results in the increase of development and testing costs, and operational risks. In spite of this, the source code usually receives hostile treatment and is merely considered as a tool.

SourceMeter provides deep static analysis of source code. Using the results of the analysis, the quality of the analyzed source code can be improved and developed both in the short and long term in a directed way.



The most important product characteristics of SourceMeter are the following:

- Support for C, C++14, Java 8, C# 6.0, Python 2.7.8, RPG III and IV (including free-form)
- Platform-independent command line tools
- Transparent integration into build processes
- Powerful filter management
- Coding issue detection
 - OWASP vulnerability issues (for Java only)
 - Android programming mistakes (for Java only)
 - Common programming mistakes
 - Metric threshold violations
 - Integration of popular free tools (Cppcheck, PMD, FindBugs, FxCop, Pylint)
- Clone detection (copy-pasted source code fragments) extended with clone tracking and “clone smells”
 - Syntax-based, so-called Type-2 clones
- Metrics calculation at component, file, package/namespace, class, method, and function levels:
 - Source code metrics
 - Clone metrics
 - Coding rule violation metrics

By continuous static analysis, the software developers can:

- reduce the software erosion rate and this way decrease development costs;
- coding problems can be identified before testing, so the number of test iterations and the testing costs can be reduced;
- the number of errors in delivered software can be reduced, so the operational risks can be decreased, increasing the company's reputation.

Further information about the SourceMeter Software can be found on the <http://www.sourcemeter.com> website.

3. Intellectual property rights

SourceMeter Software was created by FrontEndART and is the intellectual product of FrontEndART. All intellectual properties related to the SourceMeter Software – including full software documentation, software updates, other products, the website and all the data and information contained therein – are the intellectual products and property of FrontEndART. The protection of intellectual products is guaranteed by sanctions imposed by applicable law and international legal regulations.

FrontEndART reserves all rights not assigned to You by this EULA.



4. License owner data

Name: FrontEndART Software Ltd.
Company seat: H-722 Szeged, Zászló utca 3. I/5., Hungary
Company registration number: 06-09-007548
Tax ID number: 12702644-0-06
E-mail: info@frontendart.com

5. General scope of license rights

Provided that End User complies with all conditions and regulations contained in the present EULA and in other Documentation provided by FrontEndART, by installing and using the SourceMeter Software End User is granted non-exclusive, non-transferable, non-sublicensable right and permission for the duration of the Subscription Period to use the Software. End User is not permitted to rent, lease or lend the product and will not use the Software to provide any service to third parties, and without the written consent of FrontEndART will not make the use of the Software available to third parties.

FrontEndART grants You the following rights for using the SourceMeter Software:

- On the website it is End User who selects the configuration of the SourceMeter Software that suits her the best. With one product activation key End User is entitled to activate, install and use SourceMeter Software as stated in this Agreement.
- Use: During the Subscription Period End User is entitled to use the Software to the extent specified by this Agreement. The scope of use is limited to the intended use of the Software (including, but without limitation to, the absolutely necessary duplication during the installation process and the usage period).
- Maintenance, repair, support (not provided for 'free' license): Within 3 business days FrontEndART reacts to issues emerging during the Subscription Period via the support@frontendart.com e-mail address. During the Subscription Period End User can report software-related errors and problems via the <https://support.frontendart.com> online help system (to which FrontEndART grants access for End User when the license is purchased) and within 3 business days FrontEndART shall commence the repair work. FrontEndART is only obliged to perform maintenance work if End User uses the latest published version of the Software. In the case that End User uses an earlier version of the Software, it is End User's responsibility to download and install the updates.
- Updates: FrontEndART regularly provides End User with software updates via the <https://support.frontendart.com> website. It is the responsibility of End User to download and install the updates, which are made available free of charge during the Subscription Period.



6. Other rights and obligations

License usage rights do not cover the revising, modification, splitting, reverse engineering, decompiling and analyzing of the internal structure of the Software. End User is not entitled to improve the Software, neither with the intention of correcting errors nor acting in good faith, and End User shall also refrain from making any kind of modification in the Software or in any part of it.

End User is not permitted to distribute the Software, to assign it free of charge or in return for payment, to let third parties use it, to rent it or to use it to provide services to third parties.

When using data generated by the Software, End User is obliged to indicate the FrontEndART SourceMeter name and the term 'Copyright'.

By agreeing to the terms and conditions set forth in this EULA, End User undertakes the obligation of deleting the Software from its own computer when the Subscription Period expires. End User acknowledges the fact that the Software does not perform any work process after the expiration of the Subscription Period and that further use only becomes possible by renewing the license.

7. Fees

SourceMeter is a source code measurement and static analysis system consisting on the one part of the free modules

- metrics calculator,
- MetricHunter,
- code duplication detector (except for RPG),
- Cppcheck/PMD/FindBugs/FxCop/PyLint integration

and on the other part of commercial modules providing further functionalities of the system which are part of the basic and professional package:

- VulnerabilityHunter (for Java),
- AndroidHunter (for Java),
- FaultHunter (for Java, Python, C/C++, and RPG),
- DuplicatedCodeFinder (for RPG).

The fee to be paid for the license is calculated based on programming language support and the license type, as indicated on the <https://www.sourcemeter.com/download/> web page.

SourceMeter can be purchased with a minimum subscription period of 360 days.

The fees do not include VAT, which is also paid by the End User provided that the Hungarian regulations of taxation prescribe paying it the case of End User.



By filling out the order form and selecting the license type, End User initiates the conclusion of the Agreement. By agreeing to the terms and conditions set forth in the EULA and other Documentation, End User has the opportunity to pay the license fee by means of money transfer to FrontEndART's bank account at MKB Bank Zrt. (account number: 10300002-28519652-40120016, SWIFT (BIC) code: MKKB HU HB, IBAN: HU04), or by means of credit card or PayPal through the SourceMeter website (<https://www.sourcemeter.com/download/>). Within 3 business days after End User making the payment, FrontEndART shall send the product activation key to End User via e-mail, with the help of which End User is able to activate the Software it downloaded from the SourceMeter website as described in the User's Guide of SourceMeter. With the activation key, the End User will also receive the invoice issued by FrontEndART regarding the purchase of SourceMeter. The purchased configuration of SourceMeter can be upgraded and/or extended at any time during the Subscription Period on the fees valid at the beginning of the Subscription Period.

8. National legislation

With regard to the fact that SourceMeter Software is available internationally, End User declares that when using the Software it acts in compliance with the provisions of pertinent national legislation too. In the event that any kind of software use-related activity constitutes an infringement of the law of End User's country, End User alone shall take full responsibility for such use.

9. Warranty

FrontEndART guarantees that with legitimate use and regular updates during the Subscription Period SourceMeter Software complies with the description contained in the Documentation. FrontEndART undertakes the correction of errors occurring in the latest published version of the Software during the Subscription Period. FrontEndART shall start correcting errors within 3 business days after they are informed of their occurrence via the online support system.

In the case that it is the SourceMeter Software that is faulty and FrontEndART is unable to repair it within a reasonable period of time, End User is entitled to claim time-proportional reduction of the license fee.

For errors detected after the expiration of the Subscription Period FrontEndART shall not offer any kind of warranty or undertake any obligation.

In no event shall FrontEndART be held liable for the Software in the following cases:

- the Software is used for purposes not covered by the scope of the rights permitted by the license;
- the Software becomes damaged due to force majeure, overvoltage, improper use, unintended use, negligence, accident, deterioration or any other reason not arising out of software error;
- programs, data, viruses, files or data transmission cause damage to the Software;
- the Software is not repaired, modified or altered by FrontEndART



Warranty rights shall exclusively apply to the registered End User and are not valid for third party beneficiaries.

FrontEndART shall not be held liable for any damages originating from the faulty operation of software analyzed by SourceMeter.

10. Disclaimer of collateral, consequential and other damages, limitation of liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL FrontEndART BE LIABLE FOR ANY SPECIAL, ACCIDENTAL, PUNITIVE, DIRECT OR INDIRECT DAMAGES (INCLUDING, BUT WITHOUT LIMITATION TO, DAMAGES CAUSED BY LOST PROFITS, LOST CONFIDENTIAL OR OTHER INFORMATION, INTERRUPTION OF BUSINESS ACTIVITY, PERSONAL INJURY, DAMAGES TO ONE'S PRIVATE SPHERE, BREACHES OF ANY OBLIGATIONS - INCLUDING THE OBLIGATION TO ACT IN GOOD FAITH OR WITH REASONABLE CARE - , NEGLIGENCE OR ANY OTHER MATERIAL OR IMMATERIAL LOSS) ARISING OUT OF OR IN ANY WAY CONNECTED TO THE USE OR UNSERVICABILITY OF THE SOFTWARE, OR ARISING OUT OF PROVIDING PRODUCT SUPPORT OR ANY OTHER SERVICES, INFORMATION, SOFTWARE AND RELATED CONTENTS VIA THE PRODUCT OR AS A RESULT OF PRODUCT USE OR FROM FAILING TO PROVIDE THE AFORESAID, OR ARISING FROM THIS EULA OR ANY OF ITS PROVISIONS, EVEN IF ON FrontEndART'S PART MISTAKE, MISDEMEANOR (INCLUDING NEGLIGENCE), INCREASED RESPONSIBILITY, BREACH OF CONTRACT OR WARRANTY OCCURRED, AND ALSO IF FrontEndART WAS INFORMED OF THE POSSIBLE OCCURRENCE OF SUCH DAMAGES.

FrontEndART's full liability and any claim for damages that End User is entitled to in connection with the above are limited to the sum de facto paid by End User for the Software, irrespective of the actual extent of the damage suffered by End User. FrontEndART shall only undertake this limited liability and the payment of compensation for damages that occur and are claimed during the Subscription Period.

11. Termination and expiration

The Agreement terminates with the expiration of the Subscription Period.

FrontEndART is entitled to terminate the Agreement with immediate effect if it detects any circumstances implying the unintended use of the SourceMeter service or Software, including the suspicion of breaching the terms and conditions contained in the present EULA.

In the case of terminating the Agreement for any reason whatsoever, End User shall promptly make arrangements for deleting the Software, including the deletion of installation files as well.



12. Reference

By agreeing to the terms and conditions the End User permits FrontEndART to send marketing offers to End User in connection with other products and services, to inform End User about updates and Software-related news, and to use the company name and company logo of End User for marketing references.

13. Applicable law

The parties agree to settle any dispute or controversy arising out of this Agreement primarily by means of reconciliation and reaching consensus. Should this attempt fail because of any reason whatsoever, the parties shall mutually subject themselves – irrespective of the sum in dispute – to the exclusive jurisdiction of the Municipal Court of Szeged or the Tribunal of Szeged. Matters not regulated in this Agreement shall be settled by the pertinent provisions of the Civil Code of Hungary or of other pertinent legislation in force.