

# Contributor License Agreement

## 1. Introduction

This JetBrains Contribution License Agreement (“**Agreement**”) describes the terms and conditions for your Contributions submitted to JetBrains Projects and is concluded between you (“**You**”) and JetBrains s.r.o., with its registered office at Na Hřebenech II 1718/8, 140 00 Prague 4, Czech Republic registered with Commercial Register kept by the Municipal Court of Prague, Section C, file 86211, ID.Nr.: 265 02 275 (“**JetBrains**”).

The Agreement is for Your protection as a contributor as well as the protection of JetBrains and JetBrains Users; and applies to all Contributions Submitted by You to JetBrains. Please, read it carefully before signing and keep a copy for Your records.

Please, also note that in case You Submit the Contributions on behalf of different companies and/or individuals, a separate contribution license agreement shall be concluded for each of such company and/or individual.

You accept the Agreement once You sign it or (in the absence of a signed agreement) as of the moment You Submit the Contribution.

## 2. Definitions

2.1. “**Contribution**” means any original work of authorship, including any modifications or additions to an existing work of authorship, Submitted by You to JetBrains for potential inclusion in a JetBrains Project. Contributions may include Patented Contributions.

2.2. “**Patented Contribution**” means a Contribution, or a combination of one or more Contributions, or a combination of one or more Contributions with one or more JetBrains Projects, in respect of which You own or control a valid patent and rights arising in connection with this patent.

2.3. “**JetBrains Project**” means any project owned, initiated or managed by JetBrains and/or their affiliates (organizations which, directly or indirectly, control, are controlled by or are under common control with JetBrains).

2.4. “**Contribution Date**” means the date You first Submitted a given Contribution to JetBrains.

2.5. “**Submit**” means the act of uploading, transmission, submitting or distributing of a Contribution to JetBrains and/or their affiliates and/or a representative of either through any electronic, audiovisual, verbal, written or any other means, including electronic mailing lists, source code control systems, and issue tracking systems.

2.6. “**JetBrains Users**” mean the users of JetBrains Projects, including those who receive a given Contribution directly or indirectly from JetBrains.

## 3. Contribution Licenses

3.1. Subject to the terms and conditions of this Agreement, You hereby grant to JetBrains a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable license:

(i) to use, copy, reproduce, prepare derivative works of, distribute, sublicense, and publicly perform and display the Contribution and any derivative works under any licensing terms (including without limitation open source licenses and binary, proprietary, or commercial licenses) directly or via a third party; and

(ii) in relation to a Patented Contribution, to make, commission, use, sell, offer to sell, import, and otherwise transfer the Patented Contribution alone or in combination with one or more JetBrains Projects.

3.2. **License Scope and Term.** You grant JetBrains the right to license the Contribution under any license terms applicable to the JetBrains Project as determined by JetBrains in its sole discretion, and grant a copyright and patent license to the JetBrains Users corresponding to such terms.

All licenses and rights granted under this Agreement commence as of the Contribution Date, irrespective of the date on which You enter into this Agreement.

3.3. **Other Rights Reserved.** You retain all rights, title, and interest in the Contribution, except to the extent granted under this Agreement.

#### 4. Submitting of Contributions

4.1. The licenses granted by You under this Agreement do not apply to materials provided by You to JetBrains that are clearly and prominently designated by You and brought to JetBrains' attention as "Not a Contribution".

4.2. **Unacceptable Contributions.** You may not make a Contribution or enter into this Agreement if You are younger than 13 years or age.

4.3. You acknowledge and agree that the Contributions and information about them may be maintained indefinitely and disclosed publicly. This information may also include Your name or the name of a person and/or a company You act on behalf of.

4.4. **Support.** You may, but are not obliged, to provide support for Your Contributions. You may provide support for free or for a fee. Unless expressly agreed with JetBrains prior to provision of support, all such support is provided for free.

#### 5. Representations and acknowledgements

5.1. You represent and warrant that each of Your Contributions:

- is and will remain an original work of authorship;
- to the best of Your knowledge, does not and will not infringe any third party's copyright, trademark, patent, or other intellectual property rights;
- includes the complete and correct details of any license, third-party license, patent, trademark, necessary attributions or other restriction associated with all or any part of Your Contribution;
- complies and will continue to comply with all applicable laws, including export control laws and regulations;
- does not contain hidden files or software that would replicate, transmit, or activate itself without control or consent of a person operating computing equipment on which it resides, or that would alter, damage, or erase any data or computer programs without control or consent of a person operating the computing equipment on which it resides or is operative, or contain any key, lock, or node (except for license key) which (i) will disable, prevent, or reduce the function of any of the software or a user's systems or (ii) will require maintenance.

5.2. You represent and assure that You have sufficient intellectual property rights to the Contributions and are legally entitled to enter into this Agreement and grant the above licenses to them.

5.3. If You Submit as a company, You agree that a) Your employees, contractors, and representatives may Submit Contributions on Your behalf; and b) the individual signing this Agreement on Your behalf has the necessary authority including the authority to bind You to the Agreement.

5.4. If You act on behalf of Your employer or other third party You represent that You are authorized and have the right to Submit the Contribution on behalf of Your employer or the mentioned third party.

5.5. You understand and acknowledge that nothing in this Agreement implies the obligations of JetBrains to include in the JetBrains Projects or use another way any of the Contributions Submitted under the Agreement. In case of inclusion of the Contributions in the JetBrains Projects, JetBrains reserves the right to remove them at any moment as determined by JetBrains in its sole discretion.

5.6. You represent that each of the statements in this Agreement is true as of the effective date of this Agreement and as of each Contribution Date, and You are and will remain legally entitled to grant the rights described in this Agreement.

5.7. You agree to notify JetBrains of any facts or circumstances of which You become aware that would make these representations inaccurate in any respect.

## 6. Warranties

UNLESS REQUIRED BY APPLICABLE LAW, SPECIFICALLY AGREED IN WRITING, OR STATED IN THIS AGREEMENT, YOU PROVIDE YOUR CONTRIBUTIONS ON AN “AS IS” BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND OTHER THAN THOSE CONTAINED IN THIS AGREEMENT, EITHER EXPRESS OR IMPLIED.

## 7. General provisions

7.1. Partnership. Nothing in this Agreement implies a partnership, an employment arrangement, joint venture, or similar arrangement.

7.2. Interpretation. Any heading, title, or paragraph summary is only for convenience and does not affect interpretation of this Agreement. Any reference to an inclusive word, such as ‘including’, is not comprehensive and refers to other items in that category. Defined terms include their grammatical variants.

7.3. Notice. In case of any questions and/or notices related to the Agreement You can reach out to JetBrains online via the JetBrains website available at: [www.jetbrains.com](http://www.jetbrains.com) or JetBrains’ Legal department at [legal@jetbrains.com](mailto:legal@jetbrains.com).

7.4. Governing Law. This Agreement is governed by the laws of the Czech Republic, and the parties consent to exclusive jurisdiction and venue in the courts thereof.

7.5. Entire Agreement. This Agreement is the entire agreement between their parties, and supersedes any and all prior agreements, understandings, and communications, written or oral, between the parties relating to the subject matter hereof. The Agreement may be done through the means of electronic signature, such as DocuSign.

7.6. Assignment. This Agreement may be assigned by JetBrains.

## 8. Your signature:

Full Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

E-mail: \_\_\_\_\_

GitHub username: \_\_\_\_\_

If You are signing as an authorized representative on behalf of a company, please include the following:

Company Name: \_\_\_\_\_