

# Qodana Self-Hosted License Agreement

Version 1.0, effective as of March 28, 2024

Welcome to JetBrains Qodana!

This Agreement constitutes a legally binding document, and it is important that You read it carefully.

JETBRAINS QODANA REQUIRES A HEIGHTENED AWARENESS OF SECURITY-RELATED ISSUES, ESPECIALLY WHEN ENABLING GUEST MEMBER ACCESS TO YOUR DATA. PLEASE TAKE STOCK OF THE CHARACTERISTICS AND CAPABILITIES OF JETBRAINS QODANA BY READING THE DOCUMENTATION AND FAMILIARIZE YOURSELF WITH YOUR RESPONSIBILITIES AS SET OUT IN THIS AGREEMENT. PLEASE NOTE THE DISCLAIMERS AND LIMITATIONS OF LIABILITY IN SECTIONS 8 AND 9 BELOW.

You understand that by accepting this Qodana Self-Hosted License Agreement (by clicking the “I agree” or a similar button or by accessing or using Qodana), You enter into a legal agreement and agree to certain legal conditions for Yourself or for the legal entity that You represent.

By accepting this Qodana Self-Hosted License Agreement, You confirm that You understand it, agree to it, and are at least 13 years of age.

## 1. Introduction

This JetBrains Qodana Self-Hosted License Agreement (“**Agreement**”) describes how You can access, purchase, and use Qodana.

Accepting this Agreement creates a legal agreement between (i) JetBrains s.r.o., a company registered in the Commercial Register of the Prague Municipal Court, Section C, File 86211, ID No. 265 02 275 with its registered office at Na Hřebenech II 1718/8, Prague, 14000, Czech Republic (“**JetBrains**”, “**We**”, or “**Us**”) and (ii) You, either a legal entity or a natural person (“**You**”).

If You accept this Agreement on behalf of a legal entity, You confirm (‘represent and warrant’) that You are authorized to enter into agreements on behalf of that legal entity. If this Agreement is accepted using an email address provided by a legal entity, We will regard (‘deem’) You as authorized to represent that legal entity. You must be able to enter into contracts (‘have capacity’).

***Summary: Accepting this Agreement creates a legal agreement between You and JetBrains. There are legal implications to accepting this Agreement.***

## 2. Definitions

### a) Special legal phrases

There are certain phrases that have an accepted meaning for lawyers. To ensure this Agreement is clear and accessible, We have included the accepted ‘legal’ phrase in parentheses after the word to show that We intend it to have the accepted ‘legal’ meaning.

### b) Definitions

There are also words or phrases in this Agreement that have a particular defined meaning. When the word or phrase is used for the first time, it is defined and capitalized. This Agreement also uses the following definitions:

“**Active Contributor**” means any Contributor who has committed (i.e. made at least one change) within the last 90 calendar days to any of the Source Code Repositories registered by You in Qodana, regardless of when those commits were originally authored.

“**Affiliate**” means, with respect to any party, any entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control of that party. ‘Control’ for such purposes means the possession, direct or indirect, of the power to direct or affect the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise. You are responsible for the compliance of Your Affiliate with this Agreement.

“**Confirmation**” means an email confirming Your rights to use Qodana and containing important information about Your Subscription Plan, such as (‘including, but not limited to’) the Subscription Period and the price of Your Subscription.

“**Contributor**” means any unique individual or bot who makes one or more commits (i.e. changes) in any Source Code Repository.

“**Data**” means any of Your data that is transferred to, stored in, processed by, or otherwise used in Qodana, such as source code and other content of Your Source Code Repository, as well as any other materials You and Your Users share with Us.

“**Documentation**” means the latest versions of all online Qodana technical documentation available at <https://www.jetbrains.com/help/Qodana/getting-started.html> and any other relevant Qodana policy available on the JetBrains Website.

“**JetBrains Account**” means an account created by You at <https://account.jetbrains.com>.

“**JetBrains Website**” means the Qodana product website at <https://www.jetbrains.com/qodana/> and any other website operated by Us.

“**Source Code Repository**” means a repository of source code in a supported version control system outside of Qodana (for example, JetBrains Space, GitHub, or any other online or self-hosted system). The Source Code Repositories that are supported by Qodana are detailed in the Documentation. You can associate one or more Source Code Repositories with the projects that You create in Qodana.

“**Qodana**” means the JetBrains product offering known as “JetBrains Qodana Self-Hosted”, which is offered as self-hosted software and includes (a) all downloadable parts of Qodana that are provided by JetBrains in binary form, (b) the Documentation, (c) updates to Qodana, and (d) incorporated Third-Party Software.

“**Report**” means a record of functional and structural issues, performance metrics, adjustment recommendations, and tips identified by Qodana.

“**Review**” means the technical analysis of code by Qodana.

“**Subscription**” means Your right to use Qodana in connection with features corresponding to Your Subscription Plan.

“**Subscription Period**” means the Subscription period described in Your Confirmation.

“**Subscription Plan**” means a subscription plan detailed in Your Confirmation and the specific features associated with it, as described on the JetBrains Website and/or in the Documentation. If the description of Your Subscription Plan in Your Confirmation is different from the description on the JetBrains Website or in the Documentation, the description in Your Confirmation takes precedence.

“**Third-Party Software**” means any third-party software program that is owned or licensed by someone other than Us and is described on the JetBrains Website.

“**User**” means any unique individual or bot that is authorized by You to use Your Subscription.

**Summary: Words starting with capital letters have special meanings. These are defined in this section or wherever they are used for the first time in this Agreement . Please note the difference between Contributor and User, as the former does not interact with Qodana and the latter does.**

### 3. Subscription, Rights, and Responsibilities

#### a) Subscription

i) *Subscription Plan* – In order to use Qodana, You must have a Subscription and register at least one Source Code Repository in Qodana. Your Subscription gives You and any of Your Affiliates authorized by You the ability to use Qodana based on the limits described in Your Subscription Plan. Depending on Your Subscription Plan, You will have access to different features and be subject to certain limits. These features and limits are described on the JetBrains Website.

ii) *Start and End of the Subscription Period* – You choose when Your Subscription starts. An annual Subscription will end on the last day of the previous calendar month in the following year.

iii) *Automatic Renewals* – Unless You expressly opt out, Your Subscription and the Subscription Period renew automatically if You have Qodana connected with Your JetBrains Account. You can opt out of the automatic renewal of Your Subscription in Your JetBrains Account at any time.

**Summary: *Please pay attention to the time period for which You are entitled to use Qodana, the fact that it renews automatically, and the number of Active Contributors You have purchased .***

#### b) Right to use Qodana

As long as You comply with this Agreement, the Documentation, and the limits of Your Subscription Plan, JetBrains hereby grants You and Your Affiliates authorized by You a limited, worldwide, non-exclusive, non-transferable right to use Qodana in line with Your Subscription Plan and for the duration of Your Subscription Period.

You may:

i) Install and use Qodana to run Reviews on Source Code Repositories with number of Active Contributors not exceeding the limits for which You purchased Subscription and generate Reports according to the purchased Subscription Plan;

ii) Display and use the Reports for Your internal development purposes.

#### c) Your responsibilities

You are responsible for:

i) *Users* – registering Your Users in Your Qodana instance and making sure that they do not breach this Agreement and that their use of Qodana is rightful. If You become aware that a User is breaching this Agreement, You must immediately revoke that User's right to use Your Qodana instance;

ii) *Contributors* – any commits, edits, and changes made in Your Source Code Repository, as well as the management of Contributors;

iii) *Source Code Repository* – maintaining Your Source Code Repository, its connection to Qodana, and ensuring the interoperability of the Source Code Repository with Qodana in accordance with the Documentation;

iv) *Permitted use* – configuring and using Qodana according to this Agreement, the Documentation, and Your Subscription Plan;

v) *Your account* – registering in Your JetBrains Account or on the JetBrains Website to use Qodana and providing JetBrains with a verifiable legal name by which to identify You, as well as a valid email address and other information required on the registration form;

vi) *Confidentiality and security* – keeping Your usernames, passwords, and access tokens confidential and secure, and making sure that Your Users do the same;

vii) *Equipment* – having any hardware and software needed to run Qodana, as well as a suitable internet connection in order to access Your JetBrains Account and to receive any deliverables;

viii) *Settings* – maintaining the default settings We provided or the settings recommended in the Documentation; and

ix) *Compliance with laws* – ensuring that You and Your Users use Qodana according to all applicable laws and governmental regulations.

#### d) Restrictions

You must not, and You must make sure Your Users do not:

i) *Interfere* – reverse-engineer, disassemble, or decompile Qodana or try to derive the source code of Qodana in any way, unless applicable law allows it;

ii) *Steal* – modify, alter, tamper with, repair, or otherwise create derivative works of Qodana, unless We give You express permission;

iii) *Cheat* – use, or try to use, Qodana in a way that avoids incurring fees as specified in Section 6;

iv) *Hack* – utilize any procedures or tools to bypass Qodana security, or utilize or allow Qodana to be utilized for the purpose of hacking, tunneling, or otherwise gaining unauthorized access to any computer or system;

v) *Facilitate unauthorized access* – allow unauthorized access to Qodana;

vi) *Resell or distribute* – resell or otherwise provide Qodana or access to Qodana to any third party, except if We give You express permission.

**Summary: *You can use Qodana according to this Agreement. Do not breach the restrictions outlined above, as they are an important part of this Agreement between You and Us .***

## 4. Intellectual Property Rights and Ownership

### a) We own Qodana

We own, or have the right to use, all the proprietary and intellectual property rights to Qodana. This includes all Qodana-related trade secrets, copyrights, trademarks, service marks, patents, and other registered or unregistered intellectual property. These are Our rights ('rights are reserved'). The only intellectual property rights that You have in relation to Qodana are those that are necessary in order for You and Your Users to access and use Qodana in accordance with this Agreement and the Documentation.

### b) You own Your Data

You keep ownership of all proprietary and intellectual property rights to Your Data. This means that we never own any of Your Data.

### c) Feedback

You give Us the right to use, change ('modify'), commercialize, and incorporate into Qodana any of Your ideas, suggestions, recommendations, proposals, or other feedback relating to Qodana. You cannot withdraw this permission after it is given (it is 'irrevocable') and it is perpetual. We are not required to pay a fee for this feedback (it is 'royalty-free'), and We can transfer and give similar rights ('sublicense') to Your feedback to anyone else worldwide.

### d) Third-Party Software

You understand that Qodana integrates Third-Party Software and that by using Qodana You might be using Third-Party Software. This Third-Party Software is provided to You on the terms and conditions of the respective Third-Party Software and You need to comply with those terms and conditions, which are available here: <https://www.>

jetbrains.com/legal/third-party-software/. Nothing in this Agreement limits Your right to use Third-Party Software under those applicable terms and conditions.

**Summary: We own Qodana and all intellectual property relating to Qodana, excluding any integrated Third-Party Software as listed on the JetBrains Website. Any Data created by You remains Yours. When You share feedback with Us, We are allowed to use it .**

## 5. Access and Your Data

If You use Qodana, We do not see or have access to Your Data. Depending on the nature of Your Data and the specific Qodana settings that You are using, the Data (such as reports) may be accessed by and visible to other Users. It is Your responsibility to select and set the appropriate level of access to Your Data, as described in the Documentation.

## 6. Fees and Payments

### a) Subscription fees

You agree to pay Subscription fees based on the pricing described on the JetBrains Website and in this Agreement, and We will charge You based on the number of Active Contributors and the selected Subscription Period, as stated in this Section.

### b) Subscription billing

At the beginning of Your Subscription Period, You will specify the monthly number of Active Contributors (no less than required by Your Subscription Plan) included in Your Subscription. You will be charged upfront for the Subscription fee, which will be calculated based on the number of Active Contributors that You specified multiplied by the fee per Active Contributor based on Your Subscription Plan and the length of Your Subscription Period.

Qodana may check the actual number of Active Contributors at the end of every calendar month. You agree that if Your actual usage of Qodana exceeds the number of Active Contributors in any calendar month, You will purchase the extension of Your Subscription as stated further in this Section. The number of Active Contributors You specify for the next Subscription Period cannot be lower than the actual number from the last month of the preceding Subscription Period or in any case lower than required by Your Subscription Plan.

### c) Calculation of Active Contributors

The number of actual Active Contributors is calculated using both the commit author information and the timestamp for when their contribution to the Source Code Repository was pushed. Qodana combines lists of Active Contributors across all Source Code Repositories registered by You in Qodana and removes duplicates so that a single Active Contributor will be counted only once across all Source Code Repositories.

### d) Purchase of additional Active Contributors

You can purchase an extension of Your Subscription for additional Active Contributors. In that case, the Subscription fee for these additional Active Contributors will be calculated on the basis of the remaining Subscription Period.

### e) Payments

i) *Payment terms* – Unless We agreed to specific payment or billing terms in this Agreement, fees according to this Agreement must be paid by You in accordance with the JetBrains Terms and Conditions of Purchase (available at [www.jetbrains.com/legal/docs/store/terms/](http://www.jetbrains.com/legal/docs/store/terms/)).

ii) *Set-off* – You cannot deduct or set off any amount from the fees that You have to pay Us, even if We owe You an amount or You believe We owe You an amount ('counterclaim').

iii) *Taxes* – All Subscription fees, and other amounts relating to Qodana, exclude any and all applicable taxes and similar fees (except taxes based solely on Our income) now in force or that may be imposed in the future on the provision of Qodana. You are responsible for all taxes, levies, and duties, such as value-added tax ('VAT'), sales tax, and withholding tax, that apply in Your country. You have to pay these in addition to the fees payable to Us.

#### **f) Resolution of late payments**

To continue using Qodana without interruption, You must make sure that You pay all the relevant fees on time. If You do not, We can:

- i) limit Your Users' access to Qodana or any of its features; or
- ii) suspend Your access to Qodana or end this Agreement (see the 'Temporary Suspension' and 'Term and Termination' Sections).

You will reimburse Us for any additional costs that We incur in collecting late payments or that result from a breach of this Section. There will be no refunds of prepaid services in the event of termination or suspension, and We can charge You during the suspension period.

***Summary: You must pay Your Subscription fees based on the number of Active Contributors for which You want to be entitled to use Qodana. If You need more Active Contributors, You can contact Us to purchase more. Payments are subject to the JetBrains Terms and Conditions of Purchase.***

## **7. Support**

Your Subscription includes the support outlined on the JetBrains Website ("Support"). You can request Support by submitting a Support ticket. We will try to respond to Your request in a reasonable period of time. You understand that We can handle Support requests in the manner We deem best ('in JetBrains sole discretion'), including by choosing to remain inactive.

## **8. IMPORTANT – YOUR RISK AND OUR DISCLAIMERS**

**(RISK)** QODANA AND ANY QODANA SUPPORT IS PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS. YOU ACCESS AND USE QODANA AT YOUR OWN RISK.

**(WARRANTIES & REPRESENTATIONS)** EXCEPT AS EXPRESSLY SET OUT IN THIS AGREEMENT, WE MAKE NO REPRESENTATIONS AND GIVE NO WARRANTIES IN RELATION TO QODANA – EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. THIS INCLUDES WARRANTIES THAT QODANA WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF HARMFUL COMPONENTS, AS WELL AS WARRANTIES THAT YOUR CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED.

WE ALSO DENY ('DISCLAIM') ALL WARRANTIES. THIS INCLUDES ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

THIS DISCLAIMER DOES NOT APPLY TO REPRESENTATIONS AND WARRANTIES THAT CANNOT BE EXCLUDED BY LAW.

**(SECURITY)** YOU UNDERSTAND AND AGREE THAT IT IS YOUR RESPONSIBILITY TO ASSESS WHETHER YOUR SYSTEM MEETS THE SYSTEM REQUIREMENTS FOR AND IS COMPATIBLE WITH QODANA. YOU ALSO AGREE THAT IT IS YOUR RESPONSIBILITY TO CONFIGURE QODANA IN A SECURE MANNER, AND KEEP IT SO CONFIGURED, CONSISTENT WITH INDUSTRY STANDARDS, ALL OUR RECOMMENDATIONS (IF ANY), AND THE DOCUMENTATION. WE ARE NOT RESPONSIBLE FOR YOUR OR YOUR USERS' ACTIONS, OR FOR OMISSIONS RESULTING FROM THE IMPROPER, INADEQUATE, OR DEFICIENT INITIALIZATION, CONFIGURATION, OR USE OF QODANA.

## 9. IMPORTANT – LIMITATION OF OUR LIABILITY

(TYPES OF DAMAGES) WE WILL NOT BE LIABLE TO YOU OR ANY OF YOUR USERS FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES. THIS INCLUDES DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR DATA, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(CIRCUMSTANCES OF LOSS) WE WILL NOT BE LIABLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH:

- a) YOUR, OR YOUR USERS', INABILITY TO USE QODANA, INCLUDING AS A RESULT OF A SUSPENDED SUBSCRIPTION, OR THE CANCELLATION OF YOUR SUBSCRIPTION OR THIS AGREEMENT;
- b) OUR DECISION TO NO LONGER PROVIDE QODANA FOR BUSINESS, ECONOMIC, LEGAL, OR REGULATORY REASONS;
- c) YOUR HAVING MADE QODANA AVAILABLE TO YOUR USERS;
- d) ANY FAILURE TO PROVIDE SUPPORT;
- e) YOUR USE OF QODANA BEING CONTRARY TO OR INCONSISTENT WITH THE DOCUMENTATION;
- f) THE COST OF PROVIDING A SUBSTITUTE FOR QODANA;
- g) ANY INVESTMENTS, EXPENSES, OR COMMITMENTS THAT YOU OR A USER TAKE ON RELATING TO THIS AGREEMENT OR YOUR ACCESS TO OR USE OF QODANA; OR
- h) ANY UNAUTHORIZED ACCESS TO, MODIFICATION OR DELETION OF, DESTRUCTION OF, DAMAGE TO, OR LOSS OF YOUR DATA.

(MAXIMUM LIABILITY) OUR MAXIMUM, OVERALL ('AGGREGATE') LIABILITY RELATING TO THIS AGREEMENT IS LIMITED TO THE GREATER OF ONE HUNDRED (100) US DOLLARS OR THE AMOUNT THAT YOU ACTUALLY PAID TO US FOR QODANA IN THE SIX (6) MONTHS BEFORE YOU CLAIMED THAT WE WERE LIABLE. THE MAXIMUM LIABILITY APPLIES EVEN IF WE WERE ADVISED THAT LIABILITY COULD EXCEED THE MAXIMUM LIABILITY AMOUNT OR EVEN IF THE LEGAL BASIS (I.E. TORT, BREACH OF CONTRACT, EQUITY, OR A SIMILAR BASIS) FOR A REMEDY IS INVALID.

## 10. Temporary Suspension

We can immediately suspend Your Qodana Subscription if We have a good reason to ('reasonably') believe that:

- i) *Failure to pay* – You have not complied with the payment obligations in this Agreement (see Section 6);
- ii) *Threats* – Your or Your Users' use of Qodana might adversely impact or pose a security, privacy, or legal risk to Qodana or any of its parts, Us, or another person ('third party');
- iii) *Financial distress* – You have stopped operating in the usual course of business, have transferred ('assigned') Your assets for the benefit of creditors or made a similar arrangement, or are undergoing bankruptcy, reorganization, liquidation, dissolution, or a similar proceeding; or
- iv) *Breach of Agreement* – You have breached this Agreement or Your use of Qodana is in breach of applicable law.

We will make a reasonable effort to let You know of a suspension. Suspensions are temporary, but if the reasons for suspension are not resolved, We can end this Agreement (see the 'Term and Termination' Section).

## 11. Term and Termination

### a) Term

This Agreement starts ('takes effect') when You click the "I Accept" button or provide similar consent to ('be bound by') this Agreement. This Agreement continues until the end of Your Subscription Period, unless it is ended ('terminated') earlier either by You or Us as described in this Agreement.

#### **b) Termination by You**

You can terminate this Agreement if We breach it. This must be done by letting Us know ('give notice') that We have breached this Agreement. If this breach is not resolved within thirty (30) days, this Agreement will end.

If You terminate this Agreement according to this Section, We will provide a refund to You of any prepaid amount for the period that would have been Your Subscription Period after the date this Agreement ended.

#### **c) Termination by Us**

We may terminate this Agreement and Your Subscription if:

- i) You materially breached this Agreement and failed to remedy the breach within thirty (30) days of written notice;
- ii) You fail to make timely payment of Subscription fees in accordance with Section 6 of this Agreement;
- iii) We are required to do so by law (for example, where the provision of Qodana to You is, or becomes, unlawful);  
or
- iv) We elect to discontinue providing Qodana, in whole or in part.

We will make a reasonable effort to notify You via email (to the email address of the billing or technical contact provided by You) thirty (30) days prior to termination of this Agreement in the events specified in Sections 11(c)(iii) and 11(c)(iv) above, in which case You will be entitled to a refund of the unused portion of prepaid Subscription fees, if applicable.

In the event of termination for cause specified in Section 11(c)(ii), We will make reasonable efforts to notify You three (3) days prior to termination of this Agreement. When this Agreement is terminated as a consequence of Your breach of this Agreement, no refund is provided.

#### **d) Effect of termination**

Upon the expiration or termination of this Agreement, Your Subscription will be terminated and You will have no further rights to use Qodana, but Sections 4(c), 4(d), 6, 8, 9, 12, 14, and 15 of this Agreement will remain in effect.

### **12. Marketing**

If You are a legal entity, You give Us permission to publicly identify You as Our customer and refer to You by name or trade name, display Your name, trade name, logo, and trademarks, and describe Your business in marketing materials, on the JetBrains Website, and in other public documents. You give Us permission to do this, but only for marketing purposes. We can use Your name, trade name, and trademarks. We are not required to pay a fee for this permission (it is 'royalty-free'), and it applies worldwide.

### **13. Notices**

#### **a) Notices by You**

If You are required under this Agreement to notify Us ('give notice') of anything, You may do so:

- i) by sending an email to [legal@jetbrains.com](mailto:legal@jetbrains.com). Any time period starts on the next business day after You send the email;
- ii) by courier delivery of a letter marked for the attention of the 'Legal Department' at the physical address published on the JetBrains Website. Any time period starts five (5) business days from when You send the letter; and
- iii) by registered post, marked for the attention of the Legal Department at the address displayed on the JetBrains Website. Any time period starts ten (10) business days from when You send the letter.



## b) Notices by Us

If We are required under this Agreement to notify You ('give notice') of anything, We may do so:

- i) by posting the information on the JetBrains Website. Any time period starts on the day specified on the JetBrains Website;
- ii) by sending an email to the email address that Your Confirmation was sent to. Any time period starts on the next business day after We send the email.

It is Your responsibility to check the JetBrains Website for any changes and make sure that Your email address is up to date in Our records.

## 14. Export Control Laws

You must comply with all applicable laws and regulations relating to export restrictive measures, economic sanctions, export controls, import regulations, and trade embargoes, including those maintained by the European Union and the United States of America ("**Export Control Laws**"). You confirm ('represent and warrant') that You are not an entity, nor are You owned, controlled, or otherwise related to a person or entity, or acting on behalf of any person or entity, that is targeted by Export Control Laws.

This means that You will ensure that Qodana, related services, and/or technical data is not (i) accessed, downloaded, transferred, provided, exported, or re-exported directly or indirectly in violation of Export Control Laws; or (ii) used for any purpose prohibited by Export Control Laws.

You are also expected to report any concerns of non-compliance with these requirements and address any questions to [ethics@jetbrains.com](mailto:ethics@jetbrains.com), [compliance@jetbrains.com](mailto:compliance@jetbrains.com), or [legal@jetbrains.com](mailto:legal@jetbrains.com). In addition, You are required to cooperate with Us in Our efforts to verify Our and Your compliance with Export Control Laws.

## 15. General Provisions

### a) This Agreement and its Parties

This Agreement and the order accepted by Us form the entire agreement and replace any previous agreement between You and Us in relation to its subject matter. Except as expressly mentioned, this Agreement does not apply or give rights to anyone else ('no third-party beneficiaries').

### b) Personal Data

Any information directly or indirectly identifying an individual or other data protected under an applicable law as personal data ("**Personal Data**"), that We will process on Your behalf in connection with this Agreement, will be processed in accordance with the Data Processing Addendum at <https://www.jetbrains.com/legal/dpa/> which is a part of ('incorporated into') this Agreement. We may also process some of Your Personal Data in connection with this Agreement in our capacity as a data controller in accordance with our Privacy Notice at <https://www.jetbrains.com/legal/docs/privacy/privacy/>.

### c) Governing law and disputes

This Agreement is governed by the laws of the Czech Republic, without reference to conflict of laws principles, and specifically excluding the United Nations Convention on Contracts for the International Sale of Goods. The parties to this Agreement undertake to use the best commercial efforts to amicably settle any disputes arising hereunder ("**Dispute**").

Should the Parties to this Agreement fail to settle a Dispute amicably, the Dispute will be excluded from the jurisdiction of general courts and all such Disputes will be finally decided by the Arbitration Court attached to the Czech

Chamber of Commerce and the Agricultural Chamber of the Czech Republic by three (3) arbitrators in accordance with the Rules of that Arbitration Court, and the language of the proceedings will be English.

Notwithstanding this, You agree that We will still be allowed to apply (i) for payment orders (or otherwise enforce payment for Qodana provided under this Agreement) in the jurisdiction in which You have Your registered seat or principal place of business, and (ii) for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

#### **d) Force Majeure**

We will not be responsible ('liable') for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond Our reasonable control. This includes any 'acts of God', labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, public health emergencies, earthquakes, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

#### **e) Severability**

If a court finds that any part of, or word in, this Agreement is not enforceable, that part or word will not affect the enforceability of the rest of this Agreement.

#### **f) Interpretation**

Any heading, title, or paragraph summary is only for convenience and does not affect the interpretation of this Agreement. Any instance of an inclusive word, such as 'including', is not comprehensive and refers to other items in that category. References to time or periods of time are determined in reference to Central European Time.

#### **g) Waiver**

Any waiver of Our rights under this Agreement must be in writing and signed by Us.

#### **h) Changes to the Agreement and policies**

This Agreement can be updated from time to time, to reflect changes in Qodana and how it is offered to You. If this happens, We will update this Agreement on the JetBrains Website and let You know by:

- (i) displaying the updated Agreement to You in Qodana;
- (ii) displaying the updated Agreement in Your JetBrains Account; or
- (iii) sending the updated Agreement to the email address used in Your JetBrains Account.

Any updated Agreement will start ('come into effect') on the date specified in the updated Agreement. By continuing to use Qodana after thirty (30) days from the effective date, You agree to be bound by the modified Agreement.

We respect that You might not agree to the updated Agreement. If that is the case, You can terminate Your Subscription at any time up to thirty (30) days after the effective date of the updated Agreement. Termination according to this Section entitles You to a pro-rata refund of the pre-paid unused Subscription fees.

#### **i) Relationship**

Your relationship with JetBrains is that of independent parties. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, employment, or any other type of relationship.

**j) Contract review**

By agreeing to this Agreement, You are confirming to Us that:

- i) You have had sufficient opportunity to read, review, and consider this Agreement;
- ii) You understand the content of each paragraph of this Agreement; and
- iii) You have had sufficient opportunity to seek independent professional legal advice.

This means that, to the extent permitted by applicable law, any statutory provisions relating to so-called 'form' or 'adhesion' contracts do not apply to this Agreement.

**k) Reservation of rights**

We reserve the right to alter Qodana prices, features, specifications, capabilities, functions, terms of use, release dates, general availability, and other characteristics. We can also alter, limit, or cease to provide Qodana support at any time.

**l) Children and minors**

If You are younger than 13 years old, You cannot agree to this Agreement or use Qodana. By agreeing to this Agreement, You are confirming that:

- i) either You have legal capacity to enter into this Agreement or, if You are at least 13 but not yet 18 years old, You have valid consent from a parent or legal guardian to do so; and
- ii) You understand the JetBrains Privacy Notice, available at <https://www.jetbrains.com/legal/docs/privacy/privacy.html>.

IF YOU DO NOT UNDERSTAND THIS SECTION, DO NOT UNDERSTAND THE JETBRAINS Privacy Notice, OR DO NOT KNOW WHETHER YOU HAVE THE LEGAL CAPACITY TO ACCEPT THIS AGREEMENT, PLEASE ASK YOUR PARENT OR LEGAL GUARDIAN FOR HELP.

If you have any questions about this Agreement, please contact us at [legal@jetbrains.com](mailto:legal@jetbrains.com).