

SPECIAL PRICING TERMS AND CONDITIONS (US)

(3-Year Offer)

These Special Pricing Terms and Conditions (“Terms”) are entered into by and between JetBrains Americas, Inc., a Delaware corporation with its registered office at 10 Lake Center Drive, Suite 203, Marlton, NJ 08053, USA (“JetBrains”) and insert Customer full legal name with registered address insert Customer registered address, represented by insert name and title (“Customer”). JetBrains and Customer are referred to herein singly as a “Party” and together as the “Parties.”

Background

A. Customer is bound by the Toolbox Subscription Agreement for Businesses and Organizations governing purchase and use of certain JetBrains Products (“Subscription Agreement”) and JetBrains’ Terms of Purchase, which are incorporated into the Subscription Agreement (“Purchase Terms”).

B. JetBrains wishes to provide the Customer with discounts for the purchase of certain Eligible Products directly from JetBrains on these Terms.

The Parties agree as follows:

1. Definitions.

All capitalized terms have the meaning given in the Subscription Agreement, unless otherwise specified in these Terms.

- 1.1. “Annual Payment” means the payment made under clause 4.2.2 of this Agreement.
- 1.2. “Discount” means any or all (as the context requires) of the Offer Discount, Volume Discount and/or Payment Discount.
- 1.3. “Discounted Amount” means an amount equal to the sum of the Offer Discount, Volume Discount and Payment Discount, applied to the List Price of all Eligible Products ordered by the Customer under these Terms.
- 1.4. “Effective Date” means the date of these Terms.
- 1.5. “Eligible Products” means any of the JetBrains ‘Toolbox’ software products (as designated on the JetBrains Website).
- 1.6. “JetBrains Website” means the website available at <http://www.jetbrains.com/>.
- 1.7. “Later Subsequent Subscriptions” means a Subsequent Subscription purchased during the period commencing one (1) year prior to the expiry of the Term.
- 1.8. “Listed Price” means the price for an Eligible Product listed on the JetBrains Website.
- 1.9. “Offer Discount” means a discount equal to twenty percent (20%) applied to the Listed Price of an Eligible Product.
- 1.10. “Payment Discount” means a discount equal to seven percent (7%) applied to the Listed Price of an Eligible Product, where the Upfront Payment is made.
- 1.11. “Purchase Terms” mean the terms and conditions set out on <https://www.jetbrains.com/legal/docs/store/terms/>.
- 1.12. “Subsequent Subscription” means the purchase of a subscription to any Eligible Product after the completion of the Minimum Purchase and for a period of two (2) years after the Effective Date.
- 1.13. “Volume Discount” means a discount equal to twelve percent (12 %) applied to the Listed Price of an Eligible Product, where more than one hundred (100) subscriptions are held on an account in the name of the Customer on or prior to the Effective Date.
- 1.14. “Upfront Payment” means the upfront payment made under clause 4.2.1 of this Agreement.

2. Subscription Agreement

2.1. **Supplementary agreement.** These Terms supplement and apply in addition to the Subscription Agreement and these Terms constitute a separate agreement between JetBrains and the Customer.

2.2. **Inconsistency.** To the extent of any inconsistency between these Terms and the Subscription Agreement, these Terms will prevail.

3. Discount

3.1. **Discount.** Subject to the Customer at all times complying with its obligations under these Terms and the Subscription Agreement, the Customer is entitled to apply the following discounts to the purchase of Eligible Products during the Term:

3.1.1. if the Customer elects to make the Upfront Payment, the Offer Discount, Volume Discount and the Payment Discount; or

3.1.2. if the Customer elects to make the Annual Payment, the Offer Discount and Volume Discount.

3.2. **Acknowledgements.** The Customer acknowledges and agrees that (i) JetBrains may amend or withdraw a Discount during the Term and (ii) a Discount cannot be applied in conjunction with any other discount or special offer made available by JetBrains or its resellers.

4. Customer Commitment

4.1. **Minimum Purchase.** No later than ten (10) days after the Effective Date, the Customer agrees to purchase from JetBrains no less than one hundred (100) Subscriptions, each with a Subscription period of no less than three (3) years (“Minimum Purchase”). For the avoidance of doubt, the Customer may elect to renew any current Subscriptions or purchase any new Subscriptions to satisfy the Minimum Purchase.

4.2. **Payment Options.** The Customer must elect one of the following payment methods for payment of the Subscription fees for the Minimum Subscription and agrees to pay the Subscription Fee in accordance with the elected method:

4.2.1. as one (1) lump-sum payment (“Upfront Payment”), on the basis of an invoice issued by the JetBrains for the Minimum Purchase and applying, in aggregate, the Offer Discount, Volume Discount and the Payment Discount (“Initial Invoice”); or

4.2.2. as three (3) equal payments (each an “Annual Payment”), on the basis of an invoice issued by JetBrains for the Minimum Purchase and applying, in aggregate, the Offer Discount and Volume Discount. The first such invoice for the Annual Payment will be issued on the Effective Date and each subsequent invoice being issued on the anniversary of the Effective Date.

5. Subsequent subscriptions

5.1. **Discount.** In addition to the Minimum Purchase, the Customer may purchase any Subsequent Subscription and apply the Offer Discount to the Listed Price of the Subsequent Subscription.

5.2. **Terms.** Each Subsequent Subscription will be governed by these Terms and the Subscription Agreement.

5.3. **Co-term.** From the Effective Date for a period of two (2) years, the Parties agree that the Subscription period of any Subsequent Subscription will not expire earlier or later than the Subscriptions comprising the Minimum Purchase. The Subscription period for the Later Subsequent Subscription will expire twelve (12) months from the date a Purchase Order is issued in relation to such Subsequent Subscriptions. For the avoidance of doubt, the Customer cannot apply any Discount to the renewal of a Later Subsequent Subscription.

6. Customer obligations

6.1. The Customer acknowledges and agrees that its entitlement to any Discount under these Terms is conditional on the Customer:

6.1.1. paying in full the amount set out in any invoice relating to Subsequent Purchases within thirty (30) days of issue;

6.1.2. not engaging, seeking quotations, purchasing or otherwise transacting with any person other than JetBrains in relation to any JetBrains Product during the Term; and

6.1.3. entering into, and at any time during the Term not being in breach of, the Subscription Agreement or these Terms.

7. Orders

7.1. **Orders.** The Parties agree that all orders placed under these Terms must comply with the following procedure:

7.1.1. the Customer must request a quotation for the purchase of Eligible Products, specifying the name, quantity, period of subscription for Eligible Products and one (1) of the methods of payment under clause 4.2 of this Agreement (“Request”);

7.1.2. on the basis of the Request, JetBrains will issue a quotation to the Customer, applying any eligible Discounts (“Quotation”);

7.1.3. on the basis of the Quotation, the Customer will provide JetBrains a purchase order to JetBrains (“PO”) and, within three (3) business days of receiving the PO, JetBrains may either: (i) confirm its acceptance of the PO; (ii) request an amendment to the PO; or (iii) request further information regarding the PO.

8. Payments

8.1. **Purchase Terms.** All payments under these Terms are governed by the Subscription Agreement and the Purchase Terms. To the extent of any inconsistency, these Terms will prevail.

8.2. **Pre-payment.** The Customer agrees that all amounts payable by the Customer under these Terms will be paid in USD, within thirty (30) days of the date of the Initial Invoice or any other invoice issued by JetBrains, without any off-set (including in relation to taxes, duties, customs, fees or similar charges) or demand being made by JetBrains.

8.3. **Annual Payment.** If the Customer fails to make timely payment of any Annual Payment:

8.3.1. the Customer immediately ceases to be entitled to any Discount applied in relation to the purchase or renewal of the Minimum Purchase or any Subsequent Subscriptions or Later Subsequent Subscriptions (as applicable);

8.3.2. the grant of rights to the Customer in relation to the Fallback Version are immediately withdrawn and the Customer is not entitled to the continued use of a Fallback Version in relation to any Product held in the name of the Customer; and

8.3.3. JetBrains may, in its sole discretion, exercise any of the rights set out in clause 9 of this Agreement.

9. Suspension

9.1. **Right to suspend.** The Parties agree that JetBrains may suspend the Customer’s access to all Products if the Customer is in breach of its obligations under these Terms.

9.2. **Performance.** JetBrains suspends the Customer’s access to the Products for non-payment in accordance with this Agreement, the Customer must pay all due amounts in order to restore its access to the Products.

9.3. **Obligations uninterrupted.** Nothing in these Terms affects JetBrains’ right to charge the Customer for the period during which the Customer has access to any Product until any suspension, expiry or termination under these Terms.

10. Term and Termination

10.1. **Term.** This Agreement is concluded for a period of three (3) years, effective from the Effective Date (“Term”). After the expiry of this Agreement, the Customer may renew any Subscription entered into during the Term at the List Price, unless the Parties renew this Agreement in writing or enter into a new agreement relating to the discount of Eligible Products.

10.2. **Termination by JetBrains.** JetBrains may terminate this Agreement:

10.2.1. immediately on written notice to the Customer, if the Customer fails to satisfy the Minimum Purchase, fails to make timely payment of any amount payable under these Terms or the Subscription Agreement or is otherwise in breach of these Terms or the Subscription Agreement; and

10.2.2. upon thirty (30) days written notice to the Customer, if JetBrains (in its reasonable opinion) is required to do so by law or JetBrains elects to discontinue providing an Eligible Product, in whole or in part.

10.3. **Termination by the Customer.** The Customer may terminate these Terms in accordance with the Subscription Agreement.

10.4. **Consequences of Termination.** If this Agreement is terminated by JetBrains under clause 10.1 of this Agreement:

10.4.1. the Customer immediately ceases to be entitled to any Discount applied in relation to the purchase or renewal of the Minimum Purchase or any Subsequent Subscriptions or Later Subsequent Subscriptions (as applicable) and any purchases will be governed by the terms of the Subscription Agreement, Purchase Terms and the List Price; and

10.4.2 the grant of rights to the Customer in relation to the Fallback Version are immediately withdrawn and the Customer is not entitled to the continued use of a Fallback Version in relation to any Product held in the name of the Customer.

11. General

11.1. **Governing Law.** These Terms will be governed by the laws of the Subscription Agreement.

11.2. **Assignment.** The Customer must not assign may not assign or otherwise transfer these Terms without the prior written consent of JetBrains.

11.3. **Amendment.** Any alteration, modification, amendment, or other change to these Terms will be binding only if executed by both Parties in a signed writing (which shall include an electronic signing software such as DocuSign®, a blue ink signature, or a signed .PDF).

IN WITNESS WHEREOF, the Parties have caused these Terms to be executed by their respective authorized representatives, which may be in duplicate counterparts, each of which will be deemed to be an original but all of which together shall constitute only one instrument, as of the date the last Party signs. Original signatures transmitted and received via electronic transmission of a scanned document, (e.g., PDFs or using any electronic signature such as DocuSign®) shall be true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original ink signature.

JetBrains

By: _____

Name: Paul McCabe

Title: Executive Officer

Date: _____

Customer

By: _____

Name: _____

Title: _____

Date: _____