

# Datalore (Cloud)

## Terms of Service

Version 3.4, effective as of August 22, 2023

Welcome to JetBrains Datalore!

These Terms of Service constitute a legally binding document, and it is important that You read them carefully.

JETBRAINS DATALORE REQUIRES A HEIGHTENED AWARENESS OF SECURITY-RELATED ISSUES, INCLUDING ENABLING USER ACCESS TO YOUR DATA. PLEASE FAMILIARIZE YOURSELF WITH THE PRODUCT'S CHARACTERISTICS AND CAPABILITIES BY READING THE DOCUMENTATION (DEFINED BELOW) AND WITH YOUR RESPONSIBILITIES SET OUT IN THESE TERMS OF SERVICE. PLEASE NOTE THE DISCLAIMERS AND LIMITATIONS OF LIABILITY BELOW IN SECTIONS 9 AND 10, AS WELL AS THE INDEMNIFICATION PROVISIONS IN SECTION 8.

You understand that by accepting these Datalore Terms of Service (by clicking the "I agree" or a similar button or by accessing or using Datalore), You enter into a legal agreement and agree to certain legal conditions for Yourself or for the legal entity that You represent.

By accepting these Datalore Terms of Service, You confirm that You understand them, agree to them, and are at least 13 years of age.

### 1. Introduction

These JetBrains Datalore Terms of Service ("Terms") describe how You can access, purchase, and use Datalore.

Accepting these Terms 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 ("Customer" or "You"). JetBrains and Customer may each also be referred to individually as a "Party" or jointly as the "Parties".

If You accept these Terms 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 these Terms are 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 these Terms creates a legal agreement between You and JetBrains. There are legal implications to accepting these Terms.***

### 2. Definitions

#### a) Special legal phrases

There are certain phrases that have an accepted meaning for lawyers. To ensure these Terms are 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 these Terms that have a particular defined meaning. When the word or phrase is used for the first time, it is defined and capitalized. These Terms also use the following definitions:

"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 these Terms.

**"Confirmation"** means an email confirming Your rights to use Datalore and containing important information about Your Subscription Plan, such as ('including, but not limited to') the Subscription Period, the price of Your Subscription, and the number of automatically allocated resources that You are entitled to, as well as important payment information and information about application integrations You can use.

**"Credits"** means units that can be allocated for the utilization of various resources in Datalore, as described on the JetBrains Website and in these Terms.

**"Data"** means any of Your data that is transferred to, stored in, processed by, or otherwise used in Datalore.

**"Datalore"** means the JetBrains product offering known as "Datalore" hosted by JetBrains, including the Documentation and any incorporated Third-Party Software.

**"Documentation"** means the latest versions of all online Datalore technical documentation available at <https://www.jetbrains.com/help/datalore/dl-help-home.html> and any other relevant Datalore policy available on the JetBrains Website that applies to Datalore.

**"JetBrains Account"** means an account created by You at <https://account.jetbrains.com> enabling the administration of and/or access to Datalore.

**"JetBrains Website"** means the Datalore product website at <https://www.jetbrains.com/datalore/> and any other website operated by Us.

**"Subscription"** means Your right to use Datalore in connection with Datalore and 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 a person with a Datalore user account who is authorized by You to use and access Datalore under Your Subscription.

**"Guest"** means an anonymous user from the public who can interact with the publicly accessible reports created under Your Subscription.

**Summary: Words starting with capital letters have special meanings. These words are defined in this section or wherever they are used for the first time in these Terms.**

### 3. Subscriptions, Rights, and Responsibilities

#### a) Subscriptions

i) *Subscription Plan* – In order to use Datalore, You must have a Subscription (either a free or paid Subscription Plan). Your Subscription gives You and any of Your Affiliates authorized by You the ability to use Datalore in accordance with Your Subscription Plan. Depending on Your Subscription Plan, You will be automatically allocated certain resources to be used during the Subscription Period (such as free Credits, cloud storage, or hours of computation per User), You will have access to different features, and You will also be subject to certain limits. These allocated resources, features, and applicable limits are described on the JetBrains Website. Resources allocated automatically are not refundable, and expire at the end of the Subscription Period.

ii) *Datalore Team Plan and User adjustments* – If You purchase a Subscription on the Team Plan, You will have the right to use Datalore for three (3) or more Users, the number being specified during purchase. You can purchase

additional Users for your Subscription at any time, and Your Subscription will be adjusted immediately. You will also be able to decrease the number of Users in Your Datalore Subscription down to three (3) or more; however, if You decide to do so, the decrease will be effective from the beginning of the subsequent Subscription Period.

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

iv) *Trial Subscriptions* – If You selected the Team Plan, You may be eligible for an evaluation Subscription (“**Trial Subscription**”), as described in the Documentation or on the JetBrains Website. The Trial Subscription is free and must be used only to assess whether the Team Plan suits Your needs. You are eligible for one Trial Subscription. When the Trial Subscription ends, You will have the option to continue with a paid Subscription Plan or stop using Datalore. If your Trial Subscription expires, We will maintain Your Data for a reasonable period of time in case You decide to purchase a Subscription. If You do not let Us know before the end of this period that You would like to purchase a Subscription, the preserved Data will be permanently deleted.

#### **b) Right to use Datalore**

You and Your Affiliates authorized by You can use Datalore as long as You comply with these Terms, the Documentation, and the limits of Your Subscription. Subject to Your compliance with these Terms and Documentation, JetBrains grants to You during the Subscription Period a non-exclusive, revocable, conditional, worldwide right to use Datalore as laid out in this section.

#### **c) Your responsibilities**

You are responsible for:

i) *Users and Guests* – creating and maintaining a JetBrains Account and the permissions You grant to Your Users, including registering User accounts, and Your and Your Users’ actions and omissions while using Datalore. If You become aware that any User or Guest breaches these Terms, You must notify Us and immediately revoke that User’s or Guest’s access to Your workspace in Datalore.

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

iii) *Acceptable use* – using Datalore in accordance with the Documentation, Your Subscription, and the JetBrains Cloud-Based Product Acceptable Use Policy, which is available at <https://www.jetbrains.com/legal/docs/terms/teamware-acceptable-use.html> (“**Acceptable Use Policy**”);

iv) *Equipment* – since all deliveries under these Terms will be electronic, You must have a suitable internet connection in order to access Your JetBrains Account and to receive any deliveries. It is also Your responsibility to have access to any hardware and any third-party software needed to run Datalore, such as a browser with compatible data security protocols;

v) *Your Data* – all Data that You or Your Users submit, store, or use in Datalore, including ensuring that it is legal for You and Your Users to do so. You are also responsible for all legal consequences, such as claims, damages, losses, liabilities, costs, and expenses, that result from Your Data. If You become aware that any of Your Data breaches these Terms or another person’s (‘third-party’) rights, You must notify Us and remove this Data from Datalore;

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

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

#### **d) Restrictions**

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

- i) *Interfere* – reverse-engineer, disassemble, or decompile all or part of Datalore, or try to derive the source code of Datalore in any way, unless applicable law allows it;
- ii) *Steal* – modify all or part of the Datalore binaries, or modify, alter, tamper with, repair, or otherwise create derivative works of Datalore, unless We give You express permission;
- iii) *Cheat* – use, or try to use, Datalore in a way that avoids incurring fees as specified in Section 6;
- iv) *Transmit illegal Data* – use Datalore to upload, store, or share, or allow others to upload, store, or share ('transmit'), any material that is criminal, offensive, defamatory, or otherwise unlawful or a tort, or that breaches the privacy or intellectual property rights of anyone else ('third-party'). We have ('reserve') the right, but not the responsibility, to reject or remove any Data, suspend or ban any User, or close any User account that We believe ('in Our sole discretion') breaches these Terms, any other legal agreement with Us, or Our policies, or is otherwise illegal;
- v) *Facilitate unauthorized access* – allow unauthorized access to Datalore, unless expressly permitted by these Terms;
- vi) *Resell or distribute* – resell or otherwise provide Datalore or access to Datalore to any third party, except if We give You express permission; and
- vii) *Hack* – utilize any procedures or tools to bypass Datalore security, or utilize or allow Datalore to be utilized for the purpose of hacking, tunneling, or otherwise gaining unauthorized access to any computer or system.
- viii) *Use Datalore for cryptocurrency mining and high-risk activities* – use or permit, enable, or facilitate the use of Datalore to engage in cryptocurrency mining, or in any manner intended to avoid incurring fees and applicable taxes, or to circumvent Datalore-specific usage limits or quotas, or for high-risk activities (for example, where the Datalore's use or failure would reasonably be expected to lead to death, personal injury, or environmental damage, such as the creation, manufacture, or operation of nuclear facilities, air traffic control systems, life support systems, or weaponry).

More details are included in the JetBrains Cloud-Based Product Acceptable Use Policy made available at <https://www.jetbrains.com/legal/docs/terms/teamware-acceptable-use/>.

#### e) Our responsibilities

We will make commercially reasonable efforts to make Datalore available to You. Datalore may be unavailable to You during planned downtime, failures of Datalore – including failures or delays caused (fully or in part) by an internet service provider – or any unavailability caused by circumstances beyond JetBrains' reasonable control (see the 'Force Majeure' Section).

***Summary: You can use Datalore according to these Terms. Do not breach the restrictions outlined above, as they are an important part of these Terms, and do not alter the recommended settings. Both Parties to these Terms have certain responsibilities and need to approach them with the appropriate levels of seriousness. Please pay attention to the time period in which You are entitled to use Datalore, the fact that Your Subscription renews automatically, and the number of other resources You have purchased in Your Subscription Plan.***

## 4. Intellectual Property Rights and Ownership

### a) We own Datalore

We own, or have the right to use, all the proprietary and intellectual property rights to Datalore. This includes all Datalore-related trade secrets, copyrights, trademarks, service marks, patents, other registered or unregistered intellectual property, and system-generated data. System-generated data includes aggregate anonymized data on how Datalore is used, system logs, metadata, registration and login data, and data required to provide support. These are Our rights ('rights are reserved') and the only rights that You have in relation to Datalore are those that are necessary for You to access and use Datalore in accordance with these Terms and the Documentation.

#### **b) You own Your Data**

You own Your Data submitted to or created by You in Datalore and keep all proprietary rights, including intellectual property rights. Every time You submit Data to Datalore, You confirm that You have the right to do so and understand that You are doing so at Your own risk, and that You are solely responsible for this Data and all consequences of its use in Datalore. You also indemnify Us from any liability relating to this Data (see the 'Indemnification' Section).

#### **c) Feedback**

You give Us the right to use, change ('modify'), commercialize, and incorporate into Datalore any of Your ideas, suggestions, recommendations, proposals, or other feedback relating to Datalore. 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 Datalore integrates Third-Party Software and that by using Datalore 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 these Terms limits Your right to use Third-Party Software under those applicable terms and conditions.

***Summary: Datalore and all intellectual property relating to Datalore is owned by Us unless We integrated Third-Party Software listed on the JetBrains Website. Any Data submitted by You remains Yours. However, You provide Us with certain limited and necessary rights to it so We can provide Datalore and all its features to You. You have control over Your Data and maintain responsibility for it. When You share feedback with Us, We are allowed to use it.***

### **5. Access and Your Data**

#### **a) Access control**

If You use Datalore, Your Data might be accessible to Us and visible to other Users or Guests, depending on the nature of Your Data, and the specific Datalore feature that You use. It is Your responsibility to select and set the appropriate level of access to Your Data, as described in the Documentation.

Regardless of the level of access You set, You give Us permission to access Your Data for the following purposes:

- i) *To provide You with Datalore service* – We can access and utilize Your Data for the purpose of providing You with the Datalore service and other information to Users;
- ii) *For security reasons* – We can access Your Data if We have a good reason to ('reasonably') believe this access is required to maintain the ongoing confidentiality, integrity, availability, performance, and resilience of Our systems and Datalore;
- iii) *For support reasons* – if You request support, You give Us permission to access Your Data to carry out the support task, though You can revoke these permissions at any time; and
- iv) *If We are legally required* – We have the right to access, review, and remove all or a part of Your or Your Users' Data if We have a good reason to ('reasonably') believe that the Data breaches the law or these Terms. You understand that there are laws that could require Us to disclose Your Data and, if these laws apply, We are obliged to comply with them.

## b) Permission to handle Your Data

If You use Datalore, You give ('grant') Us certain permissions ('rights') so that We can provide the Datalore service to You. Each of these permissions takes effect immediately when Your Data is submitted to Datalore. Each permission ends when Your Data is removed from Datalore, except as described in Our Documentation or in Your Subscription Plan. You understand that these permissions are necessary to use Datalore and You will not receive any payment for them.

### i) *Permission that You grant to Us*

You give Us permission to host, store, copy, alter, utilize, parse, display, publish, and share Your Data in Datalore with You, and You allow it to be similarly shared in Datalore with Your Users or Guests. This permission includes the right to do things such as copy it to Our database, make backups, and analyze it on Our servers. It does not permit Us to sell or otherwise transfer ownership of Your Data to a third party, nor does anything here give Us permission to grant access to Your Data to any third party (other than, to the extent applicable, to Users, Guests, or third parties engaged by Us in the services under these Terms) without Your permission.

### ii) *Permission that You grant to Users and Guests*

You understand that, depending on the specific settings You choose in Datalore, Your Users or Guests may be able to access and use any or all Your Data submitted to Datalore. You give Us permission to provide this access to them. These rights can be given to multiple Users or Guests (are 'non-exclusive') and apply worldwide.

## c) Manual deletion

You can request the manual deletion of Your Data stored in Datalore by submitting the relevant request form on the JetBrains Website. JetBrains will make commercially reasonable efforts to keep an automatic backup of the hosted Data deleted in this manner for one (1) month after deletion unless You instruct JetBrains to delete the backup of the hosted Data along with the hosted Data.

***Summary: Any Data created by You is Yours. You have control over Your Data, as well as responsibility for it. However, You grant Us certain rights with respect to this data so that We can provide Datalore and all its features to You.***

## 6. Fees and Payments

### a) Subscription fees

You can use Datalore for free when You sign up for the free Subscription Plan. The free Subscription Plan comes with limited features compared to a paid Subscription Plan, and You cannot make use of features that allow You to exceed the limits described on the JetBrains Website. If You select a paid Subscription Plan, You agree to pay Subscription fees based on the pricing described on the JetBrains Website and in these Terms, and We will charge You as stated in this Section.

### b) Subscription billing

At the beginning of each Subscription Period, We will charge You the fee associated with Your selected Subscription Plan.

### c) Payments for additional Users under the Team Plan

If You increase the number of Users under the Team Plan, You will be charged a fee for each such User on a pro-rata basis based on the number of days remaining until the beginning of the next Subscription Period. From the next Subscription Period, You will be charged for these additional Users as part of your Subscription fee.

#### d) Paid Credits

If You need more resources, You can purchase additional paid Credits ("Paid Credits") at any time. Pricing and other parameters are set out on the JetBrains Website. Paid Credits that You purchase will not expire unless these Terms are terminated (see the "Term and Termination" Section). Paid Credits are not refundable unless expressly stated otherwise in these Terms.

#### e) Purchasing directly or through authorized resellers and distributors

These Terms apply whether You pay the fees described above directly to JetBrains or through an authorized JetBrains reseller or distributor. Neither resellers nor distributors are authorized to make any promises or commitments on JetBrains' behalf, and You understand and agree that JetBrains is not bound by any obligations to You other than as specified in these Terms.

#### f) Payments

i) *Payment terms* – Unless We agreed to specific payment or billing terms in these Terms, fees according to these Terms 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/)) or in accordance with the terms provided to You by Your authorized JetBrains reseller or distributor, whichever are applicable.

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 Datalore, 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 Datalore. 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.

#### g) Resolution of late payments

To continue using Datalore 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 Datalore or any of its features; or

ii) suspend Your access to Datalore or end these Terms (see the 'Temporary Suspension' and 'Term and Termination' Section).

iii) downgrade the Subscription to a free Subscription Plan until the outstanding fees are paid.

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: To use Datalore with a paid Subscription, You must pay Your Subscription fees on time. The duration of the initial Subscription depends on the start date You selected.***

## 7. Support

Your Subscription includes the support outlined on the JetBrains Website ("Support"). We will provide Support only to the extent required for You to use Datalore in accordance with the Documentation.

You can request Support by submitting a Support ticket at any time. We will try to respond to Your request in a reasonable timeframe.

We can resolve a Support request by deciding in Our sole discretion to implement a publicly available patch, upgrade, or release in the future; by choosing to modify certain features, functionality, or settings; by providing necessary Support information; or by remaining inactive.

If You decide to submit Data to Us as part of Your Support request, We will keep it confidential. By providing Data, You give Us the necessary rights to access, view, store, and analyze it in the context of providing You with Support.

## 8. Indemnification

### a) Indemnity

If there are any claims, damages, losses, liabilities, or fees and similar expenses, including fair ('reasonable') attorney fees, brought against Us that are related to any of the following:

i) *Access and use of Datalore* – Your or Your Users' or Guests' access or use of Datalore. This includes all activities related to Your JetBrains Account and any actions taken by Your personnel in relation to Datalore;

ii) *Breach of these Terms* – the breach of these Terms by You or any of Your Users or Guests;

iii) *Your Data* – Your Data or the combination of Your Data with other data, infrastructure, or processes. This includes any allegation that Your Data, or its use, development, design, production, advertising, or marketing, infringes someone else's (a 'third-party') rights, or that You have illegally or without permission claimed someone else's rights; or

iv) *Disagreements* – disagreement between You, any of Your Users and another person;

(each of these is defined as a "Claim"), then You agree to indemnify, defend, and hold Us and Our owners, directors, employees, agents, and representatives harmless, and to indemnify, defend, and hold Our affiliates and their owners, directors, employees, agents, and representatives harmless, from any and all Claims.

### b) Indemnity claims

We will quickly ('promptly') let You know if someone makes a Claim. If We fail to let You know quickly, then that failure will only affect Your obligation to indemnify Us to the extent that Our failure to inform You quickly adversely affected Your ability to defend Us against the Claim. When You are defending Us against the Claim, You can choose Your own lawyer, with Our written permission. If You have Our written permission, You can resolve ('settle') the Claim as You decide ('at Your discretion'). However, We can take full control of Your defense and settlement at any time.

## 9. IMPORTANT – YOUR RISK AND OUR DISCLAIMERS

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

(WARRANTIES & REPRESENTATIONS) EXCEPT AS EXPRESSLY SET OUT IN THESE TERMS, WE MAKE NO REPRESENTATIONS AND GIVE NO WARRANTIES IN RELATION TO DATALORE - EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. THIS INCLUDES WARRANTIES THAT DATALORE 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.

## 10. IMPORTANT – LIMITATION OF OUR LIABILITY

(TYPES OF DAMAGES) WE WILL NOT BE LIABLE TO YOU OR ANY OF YOUR USERS OR GUESTS 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' OR GUESTS', INABILITY TO USE DATALORE, INCLUDING AS A RESULT OF A SUSPENDED SUBSCRIPTION OR THE CANCELLATION OF YOUR SUBSCRIPTION OR THESE TERMS;
- b) OUR DECISION TO NO LONGER PROVIDE DATALORE FOR BUSINESS, ECONOMIC, LEGAL, OR REGULATORY REASONS;
- c) YOUR HAVING MADE DATALORE AVAILABLE TO YOUR USERS OR GUESTS;
- d) YOUR USE OF DATALORE BEING CONTRARY TO OR INCONSISTENT WITH THE DOCUMENTATION;
- e) THE COST OF PROVIDING A SUBSTITUTE FOR DATALORE;
- f) ANY UNANTICIPATED OR UNSCHEDULED UNAVAILABILITY OF DATALORE OR A PART OF IT FOR ANY REASON, INCLUDING AS A RESULT OF POWER OUTAGES, SYSTEM FAILURES, OR OTHER INTERRUPTIONS;
- g) ANY INVESTMENTS, EXPENSES, OR COMMITMENTS THAT YOU OR A USER MAKE RELATING TO THESE TERMS OR YOUR ACCESS TO OR USE OF DATALORE; OR
- h) ANY MODIFICATION, DELETION, DESTRUCTION, DAMAGE, LOSS, OR FAILURE TO STORE ANY OF YOUR DATA CAUSED BY YOU OR YOUR USERS.

(MAXIMUM LIABILITY) OUR MAXIMUM, OVERALL ('AGGREGATE') LIABILITY RELATING TO THESE TERMS IS LIMITED TO THE GREATER OF ONE HUNDRED (100) US DOLLARS OR THE AMOUNT THAT YOU ACTUALLY PAID TO US FOR DATALORE 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.

## 11. Temporary Suspension

We can immediately suspend Your or Your Users' right to use all or part of Datalore, if We have a good reason to ('reasonably') believe that:

- i) *Threats* – Your or Your Users' or Guests' use of Datalore might adversely impact or pose a security, privacy, or legal risk to Datalore or any of its parts, Us, or another person ('third party');
- ii) *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
- iii) *Breach of terms* – You or Your Users or Guests breached these Terms, applicable law, Our policies, or someone else's rights.

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 these Terms (see the 'Term and Termination' Section).

## **12. Term and Termination**

### **a) Term**

These Terms start ('take effect') when You click the "I Accept" button or provide similar consent to ('be bound by') these Terms. These Terms continue until the end of Your Subscription Period, unless they are ended ('terminated') earlier either by You or Us as described in these Terms.

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

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

If You terminate these Terms 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 these Terms ended.

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

We may terminate these Terms and Your Subscription if:

- i) You materially breached these Terms 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 these Terms;
- iii) We are required to do so by law (for example, where the provision of Datalore to You is, or becomes, unlawful);
- iv) We elect to discontinue providing Datalore, in whole or in part; or
- v) You have a free Subscription Plan and none of Your Users logged in for at least 3 calendar months in a row.

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 these Terms in the events specified in Sections 12(c)(iii) and 12(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 12(c)(ii) or 12(c)(v), We will make reasonable efforts to notify You three (3) days prior to termination of these Terms. When these Terms are terminated as a consequence of Your breach of these Terms, no refund is provided.

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

Upon the expiration or termination of these Terms, Your Subscription will be terminated and You will have no further rights to use Datalore; however, Sections 4(c), 4(d), 6, 8, 9, 10, 13, and 16 of these Terms will remain in effect. In such a case, We will store Your Data and make it available to You for export ('download') in accordance with the Documentation and Your Subscription Plan. After the end of Your Subscription, We will have no obligation to store or make available to You any of the hosted Data and, unless legally prohibited, will have the right to remove such hosted Data from Datalore. We will notify You of the planned deletion of hosted Data in advance. We will exercise commercially reasonable efforts to keep a backup of the deleted hosted Data for one (1) month from deletion unless You instruct Us to delete the hosted Data and its backup. After this time, it will no longer be possible to restore the deleted hosted Data.

## **13. 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 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.

## 14. Notices

### a) Notices by You

If You are required under these Terms 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 these Terms 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.

## 15. 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 Datalore, 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.

## 16. General Provisions

### a) These Terms and their Parties

These Terms together with the order accepted by Us form the entire agreement and replace any previous agreement between You and Us in relation to its subject matter. By accepting these Terms, You agree to use and ensure that Your Users will use the Datalore in accordance with the JetBrains Cloud-Based Tools Acceptable Use Policy, available at <https://www.jetbrains.com/legal/docs/terms/teamware-acceptable-use.html> and the JetBrains Team

Tools User Agreement, available at <https://www.jetbrains.com/legal/docs/agreements/teamware.html>. Except as expressly mentioned, these Terms do 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 these Terms, will be processed in accordance with the Data Processing Addendum at <https://www.jetbrains.com/legal/dpa> which is a part of ('incorporated into') these Terms. We may also process some of Your Personal Data in connection with these Terms 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**

These terms are 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 these Terms undertake to use the best commercial efforts to amicably settle any disputes arising hereunder ("Dispute").

Should the Parties to these Terms 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 Datalore provided under these Terms) 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 these Terms 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, these Terms is not enforceable, that part or word will not affect the enforceability of the rest of these Terms.

#### **f) Interpretation**

Any heading, title, or paragraph summary is only for convenience and does not affect the interpretation of these Terms. 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 these Terms must be in writing and signed by Us.

#### **h) Changes to Terms and policies**

These Terms can be updated from time to time, to reflect changes in Datalore and how it is offered to You. If this happens, We will update these Terms on the JetBrains Website and let You know either by:

- i) Displaying them to You in Datalore;
- ii) Displaying them in Your JetBrains Account; or
- iii) Sending the updated version to the email address used in Your JetBrains Account.

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

We respect that You may not agree to the updated Terms. 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 Terms. 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. These Terms do not create a partnership, franchise, joint venture, agency, fiduciary, employment, or any other type of relationship.

#### **j) Contract review**

By agreeing to these Terms, You are confirming to Us that:

- i) You have had sufficient opportunity to read, review, and consider these Terms;
- ii) You understand the content of each paragraph of these Terms; 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 these Terms.

#### **k) Reservation of rights**

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

#### **l) Children and minors**

If You are younger than 13 years old, You cannot agree to these Terms or use Datalore. By agreeing to these Terms You are confirming that:

- i) You have the legal capacity to enter into these Terms, or, if You are between the age of 13 and 18, 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 THESE TERMS, PLEASE ASK YOUR PARENT OR LEGAL GUARDIAN FOR HELP.

If You have any questions about these Terms, please contact Us at [legal@jetbrains.com](mailto:legal@jetbrains.com).