License Vault Cloud Terms and Conditions

Version 1.2, effective as of October 31, 2023

Welcome to JetBrains License Vault!

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

This document sets out the terms of a service We provide to s customers upon their request and Our approval. Not every customer is eligible to use License Vault. Quantitative and pricing restrictions may apply.

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

1. Introduction

These License Vault Terms and Conditions ("**Terms**") describe how You can access, purchase, and use the JetBrains License Vault Cloud. These Terms supplement and form part of the JetBrains Toolbox Subscription Agreement available at https://www.jetbrains.com/legal/docs/toolbox/license/ (or the individually agreed version of a Toolbox subscription license agreement that may exist between You and JetBrains) ("**Agreement**"). Where these Terms do not expressly provide otherwise, the provisions of the Agreement continue to apply.

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, who are a legal entity ("**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').

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. Capitalized terms not defined in these Terms shall have the meaning given to them in the Agreement. For ease of reading, We repeat some of the most used terms defined in the Agreement here. In these Terms, the following terms have the given meaning:

"**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.

"**Allocate**" has the meaning set out in Section 3(b).

"**Claim**" has the meaning set out in Section 3(b).

"**Documentation**" means the latest versions of License Vault documentation and any other relevant policy or resource available at https://www.jetbrains.com/license-vault/ and any other relevant License Vault policy available on the JetBrains Website that applies to License Vault.

"**Enterprise Plan**" has the meaning set out in Section 4(i).

"**Enterprise Surcharge**" has the meaning set out in Section 6(a)(iii).

"**JetBrains Website**" means the License Vault product website and any other website operated by Us.

"**License Allocation Data**" means the information about Your License Vault and its activity necessary for Us to track Your Usage, including Users' machine IDs and IP addresses.

"**License Vault**" means the JetBrains product offering known as JetBrains License Vault Cloud that enables You and Your Users to obtain Product license Subscriptions from a centralized resource and to access Products installed on Your Machines.

"**Month**" means a calendar month.

"**Organization Plan**" has the meaning set out in Section 4(ii).

"**Overage**" means the excess Usage of Subscriptions above the number of Subscriptions Customer has added to a License Vault Team to be made available in a respective Plan Period.

"**Plan**" means an offering with a distinctive set of limitations and features under which License Vault will be provided to Customer. Commercial Plans are described in Section 3 (License Vault Plans).

"**Plan Period**" means the period described in Section 6(a)(ii).

"**Product**" means any generally available JetBrains software intended for mass distribution which may be designated by JetBrains on JetBrains' website at https://www.jetbrains.com as part of the JetBrains Toolbox App or selected applications, extensions, plugins, or other software and extensions so designated on JetBrains' Marketplace at plugins.jetbrains.com. For the avoidance of doubt, Product does not include JetBrains "Team Tools" software and services such as Space, YouTrack, TeamCity, Upsource, Datalore, Hub, or any other software, services, or products which are in JetBrains' sole discretion subject to different terms and conditions. JetBrains does not develop Product per customer's specifications, nor is Product customized through modification or personalization.

"**Quarter**" means a calendar quarter.

"**Release**" has the meaning set out in Section 3(b).

"**Subscription**" means a Subscription as defined in the Agreement.

"**Subscription Fee**" has the meaning set out in Section 6(a)(i).

"**Team**" means a group of Subscriptions that has a particular License Vault assigned to it.

"**True-Forward**" means an option You may be able to choose to handle Overage, as described in Section 6(b) below.

"**True-Up**" is a mechanism allowing Customer to incur Overage, as described in Section 6(a)(ii).

"**True-Up Fee**" has the meaning set out in Section 6(a)(ii).

"**True-Up Limit**" means the maximum Overage available to You for any given Product, expressed as a percentage of Your License Vault Team Subscriptions, and which will be displayed in Your JetBrains Account.

"**Usage**" means the statistical information collected by License Vault about the allocation and usage of Subscriptions in a respective Plan Period.

"**User**" means any of Your or Your Affiliates' employees, independent contractors, or other individuals accessing a Subscription via License Vault.

"**User Authentication Data**" means data such as usernames, hostnames, roles, positions, email addresses, and other User-specific data as may be further described in the Documentation, allowing Us to authenticate Your and Your Users' access to License Vault.

"**Year**" means a calendar year.

3. License Vault

License Vault is designed to enable You and Your Users to access Products. It is possible for You to have multiple License Vaults.

a) License Vault Administration

You can continuously add Subscriptions to a License Vault. Once a Subscription is added to a License Vault, it can only be accessed via License Vault, until You remove it from that License Vault.

For a particular License Vault to function, You must maintain a sufficient number of Subscriptions, as detailed in the current Documentation. If the number of Subscriptions in a License Vault is insufficient, We will attempt ('use commercially reasonable efforts') to notify You and allow You to continue using License Vault for a limited grace period so that You can add Subscriptions. Following the expiration of the grace period, if You have not added a sufficient number of Subscriptions to Your License Vault, License Vault will automatically cease to operate in accordance with the Documentation.

You are not required to add all of Your Subscriptions to a License Vault. Any Subscriptions that remain outside of License Vault will continue to operate as described in the Agreement and will not be impacted by these Terms. The same applies if You choose to remove a Subscription from License Vault.

b) Subscription Access Management

You control which Users have access to Subscriptions via a License Vault and which Users can configure License Vault.

If a User wants to obtain access to a Product through License Vault, the User must request a Subscription from License Vault (make a "**Claim**") via the Product interface, and if a Subscription is available, License Vault will allow the Product to run and will allocate the Subscription to that specific User ("**Allocate**") until it is returned to License Vault ("**Release**"). Once the Subscription ceases to be Allocated and is Released back, it may be Claimed by any User. Release of a Subscription takes time. Access management is further detailed in the Documentation.

By default, a particular User may Claim more than one Subscription. The first Subscription Claimed by a particular User can be Allocated to up to two Machines used by that User; however, each additional Machine used by that User to run any Product will Claim another Subscription. A License Vault under the Enterprise Plan can have this mechanism customized to the extent allowed in the Documentation.

If You stop paying Your Subscription Fees, the respective Subscriptions will expire. When this happens, these Subscriptions will not be accessible by License Vault until You recommence paying the Subscription Fees. However, if such an expired Subscription meets the criteria in the Agreement for a Fallback Version, You can choose to remove it from License Vault and access it outside of License Vault as a Fallback Version, as set out in the Agreement.

4. Rights and Responsibilities

a) Plans

You may choose one of the following commercial Plans for each License Vault instance:

i) *Enterprise Floating License Vault Plan* ("**Enterprise Plan**") – this includes Usage reporting, Enterprise Support (Section 1 of the Enterprise Plan Annex), Enterprise Service Level (the SLAs in Section 2 of the Enterprise Plan Annex), and other features as described in these Terms and the Documentation. The Enterprise Plan also enables 'real-time' floating functionality that Releases an Allocated Subscription once it ceases to be Claimed by a User on a particular Machine, as described in the Documentation.

ii) *Organization True-Up License Vault Plan* ("**Organization Plan**") – this comes with mandatory True-Up (as defined below) and includes Usage reporting and other features described in these Terms and the Documentation. The Organization Plan also automates license management, as each Allocated Subscription is automatically Released 30 days after it last connected to a License Vault.

iii) *Changing Your Plan* – You can switch your License Vault from the Organization Plan to the Enterprise Plan, or vice versa, via the JetBrains Account portal.

iv) *Educational Plan* – If You are an Educational Organization (i.e. public or private school, college, training course provider, university, or other post-secondary educational establishment), You may be able to utilize License Vault under an Educational Plan, which is similar to the Enterprise Plan but without the Enterprise Support or Enterprise Service Level (SLA), at no cost.

v) *Trial Plan* – You may evaluate License Vault to assess whether License Vault suits Your needs ("**Trial Plan**"). The Trial Plan is free and comes with a limited number of free Team Subscriptions ("**Trial Subscriptions**"). You can add Subscriptions to Your Trial Plan License Vault, in addition to the Trial Subscriptions. Once the Trial Plan ends, Trial Subscriptions will no longer be available and You will have the option to continue with either the Organization Plan or the Enterprise Plan. If You do not choose a Plan or otherwise stop using the Trial Plan, We will switch off the Trial Plan. In this case any Subscriptions You added to the Trial Plan License Vault will automatically become accessible to You as 'regular' Subscriptions under the Agreement. We will also maintain Your User Authentication Data and License Allocation Data for a period described in the Documentation in case You eventually decide to obtain a paid Plan. If You do not let Us know otherwise within the period defined in the Documentation, the User Authentication Data and License Allocation Data associated with Your suspended Trial Plan will be permanently deleted. If You let Us know that You would like Us to delete the data earlier, We will do so.

More details about Our Products, Plans, and their specifics can be found on the JetBrains Website available at https://www.jetbrains.com/license-vault/.

b) Right to use License Vault

You and Your Users can use License Vault if You are approved by JetBrains for a Plan, have a sufficient number of Subscriptions that will be added to Your License Vault, and comply with these Terms, the Agreement, and the Documentation.

c) Your responsibilities

You are responsible for:

i) *Users and Teams* – creating and maintaining an administrator JetBrains Account, and setting License Vault access permissions for Your Users and Teams. You are also responsible for Your and Your Users' actions and omissions while using License Vault. If You become aware that any User breaches these Terms, You must notify Us and immediately stop and prevent such User's access to License Vault;

ii) *Team management* – managing Your Teams and maintaining a sufficient number of Subscriptions in each of them;

iii) *Authentication* – configuring Your and Your Users' credentials and the License Vault authentication allowing You to connect to License Vault;

iv) *Confidentiality and security* – keeping Your User Authentication Data, including usernames, passwords, and access tokens, confidential and secure, and making sure that Your Users do the same;

v) *Equipment* – making sure that You have adequate equipment and third-party software to access License Vault, including an internet connection and a browser with compatible security protocols;

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

vii) *Compliance with laws* – ensuring that You and Your Users use License Vault in compliance with all applicable laws and governmental regulations.

d) Restrictions

You must not, and You must make sure Your Users do not, do any of the following:

i) *Derive* – reverse-engineer, disassemble, or decompile all or part of License Vault, or try to derive the source code of License Vault in any way;

ii) *Tamper* – modify, alter, tamper with, repair, or otherwise create derivative works of License Vault, except to the extent that We give You express permission to do so;

iii) *Cheat* – use, or try to use, License Vault or any of its features in a way that avoids incurring fees or exceeding Your Plan or Subscription;

iv) *Facilitate unauthorized access* – allow someone other than Your and Your Affiliates' authorized Users to have access to License Vault (this includes an obligation to take steps, including implementing technical measures to prevent exposing License Vault outside of Your organization or network);

v) *Distribute and share with third parties* – except for Your Affiliates (who must comply with these Terms), distribute License Vault or provide access to License Vault to any third party;

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

The restrictions set out in these Terms do not exclude any further restrictions that may be provided in the Agreement.

e) Our responsibilities

We will exercise commercially reasonable efforts to:

i) *Access and availability* – make License Vault available to You and Your Users, and, in the case of the Enterprise Plan, adhere to the 'Service Level Agreement' outlined in the Enterprise Plan Annex;

ii) *Security and Confidentiality* – keep Your User Authentication Data and License Allocation Data confidential and secure from unauthorized use, access, and disclosure;

iii) *Compliance with Laws* – ensure that the provision of JetBrains License Vault complies with all applicable laws and governmental regulations.

5. Access and Your Data

a) Data

License Vault is not a data-sharing platform, but a means of accessing Subscriptions.

License Vault does not access, read, or store code or other data that You and Your Users write, view, edit, or otherwise access while using Our Products.

However, in order to provide License Vault to You, JetBrains needs to access and process the User Authentication Data and License Allocation Data. The extent of User Authentication Data required to make License Vault available to You and Your Users is detailed in the Documentation.

We will process the User Authentication Data and License Allocation Data in accordance with Our Privacy Policy available at https://www.jetbrains.com/legal/docs/privacy/privacy.html, and We will store and retain them in accordance with Our Data Retention Policy available at https://www.jetbrains.com/legal/docs/terms/teamware-data-retention.html.

b) Access control

Regardless of the level of access You set for Your Users as described in Section 3(b), You give Us permission to access and process User Authentication Data and License Allocation Data for the following purposes:

i) *Configuration and use* – in order to provide You with License Vault, We can access and utilize User Authentication Data and License Allocation Data for the purpose of providing You with License Vault;

ii) *Support* – if You request support and Your Plan includes it, You give Us permission to access Your User Authentication Data and License Allocation Data to carry out the support task, although You can revoke such permission at any time;

iii) *Compliance* – We can access Your User Authentication Data and License Allocation Data if We have good reason to ('reasonably') believe this access is required to maintain the ongoing confidentiality, integrity, availability, performance, and resilience of Our systems and License Vault (this includes instances where We suspect license abuse); and

iv) *Export and general legal compliance* – We have the right to access, review, and remove all or a part of Your User Authentication Data and License Allocation Data if We have good reason to ('reasonably') believe that the User Authentication Data and License Allocation Data breaches export regulations, applicable law, or these Terms. You understand that there are laws that could require Us to disclose User Authentication Data and License Allocation Data and, if these laws apply, that We are obligated to comply with them.

6. Fees and Payments

a) License Vault fees

Depending on which Plan Customer chooses, the Plan and Usage may be subject to the following fees:

i) *Subscription fees* – Subscriptions added by Customer to a License Vault remain subject to applicable Subscription fees as set out in the Agreement ("**Subscription Fee**");

ii) *True-Up fee* – If a User attempts to Claim a Subscription and all Subscriptions added to a License Vault Team by the Customer are at that moment Allocated, such a User will still obtain a Subscription Allocated from the License Vault, causing the Customer to incur Overage (We call this mechanism 'True-Up'). Overage is subject to a True-Up Limit, which is set in Your JetBrains Account. A License Vault under the Organization Plan has True-Up activated at all times. A License Vault Team under the Enterprise Plan can have the True-Up functionality turned off. Customer undertakes to pay Us a 'per-unit' fee for each Subscription Allocated to Your Users as part of Overage ("**True-Up Fee**"). True-Up Fees will be calculated per License Vault Team based on the highest number of Subscriptions simultaneously Allocated to its Users in a Month. True-Up Fees are post-paid, and You will be billed once the Month is over. If You have a License Vault under the Enterprise Plan, You can choose that those License Vaults be billed each Month, Quarter, or Year ("**Plan Period**");

iii) *Enterprise surcharge* – If You are a Customer with the Enterprise Plan License Vault, You undertake to pay Us a 'per-unit' Subscription surcharge ("**Enterprise Surcharge**"). The Enterprise Surcharge will be calculated per License Vault based on the highest number of Subscriptions simultaneously Allocated in a Month. The Enterprise Surcharge is post-paid, and We will bill You once the Plan Period is over. Subscriptions Allocated as part of Overage are not subject to the Enterprise Surcharge.

b) True-Forward

If You have a License Vault under the Enterprise Plan, You may choose to resolve True-Up Fees by converting Overage from a given period into License Vault Team Subscriptions, thus increasing the number of total Team Subscriptions, so that You will not be billed for Overage in a given period but rather will be billed for those Subscriptions in the invoice for the following period (We call this option the "**True-Forward**").

If an Enterprise Plan Customer wants to use True-Forward, it must enable the option. Should an Enterprise Plan Customer enable the True-Forward option, it can decide to apply True-Forward either on a 'case-by-case' basis or automatically for all of its Overages.

Where Customer chooses to proceed 'case-by-case', it will be provided advance notice and time to decide whether to apply True-Forward for a particular case of incurred Overage. If Customer does not decide to use True-Forward, they will be billed applicable True-Up Fees for the Overage. More details are provided in the Documentation.

Where Customer chooses True-Forward for automatic resolution of its Overages, each case of Overage will be converted into License Vault Team Subscriptions.

c) 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.

d) Payments and billing

i) *Payment terms* – Unless We agreed to specific payment or billing terms in the Agreement, fees, and surcharges according to these Terms must be paid by You in accordance with the JetBrains Terms and Conditions of Purchase (available at https://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. If You purchase directly from JetBrains, We will bill You within 15 days following the end of the respective Plan Period.

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 fees, and other amounts relating to License Vault, exclude any and all applicable taxes and similar fees (except taxes based solely on Our income) that are now in force or that may be imposed in the future on the provision of License Vault. 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.

7. Temporary Suspension

We can immediately suspend Your or Your Users' right to use License Vault if We have good reason to ('reasonably') believe that:

i) *Threats* – Your or Your Users' use of License Vault might adversely impact or pose a security, privacy, or legal risk to License Vault or any of its parts, Us, or another person ('third party');

ii) *Failure to pay* – You have not complied with the payment obligations laid out in Section 6 (Fees and Payments);

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 terms* – ou or Your Users breached these Terms, applicable law, Our policies, or someone else's rights.

We will make reasonable efforts to let You know of a suspension, and in the event of a suspension due to 'Threats' or 'Failure to pay' as described above, We will try to limit the suspension's scope to the minimum extent necessary. Suspensions are temporary, but if the underlying reasons for suspension are not resolved, We can end these Terms (see the 'Term and Termination' Section).

8. 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 under the Agreement, unless they are ended ('terminated') earlier either by You or Us as described in these Terms.

The ending of these Terms (whether by termination or expiration) does not itself impact the Agreement, which will continue to be effective unless terminated in accordance with its provisions.

b) Termination for convenience

Either party can terminate these Terms immediately for any reason or no reason ('for convenience').

In the event We decide to terminate these Terms for convenience, We will provide notice and make commercially reasonable efforts to do so sufficiently in advance, if practicable at least two months in advance.

In the event that You decide to terminate these Terms for convenience, We are not required to refund You any prepaid amount You paid for License Vault.

Regardless of which party terminates these Terms, You must pay Us any outstanding fees that You owe for License Vault Usage.

c) Termination for breach

Either party can end these Terms if the other party is in breach. This must be done by letting the breaching party know ('give notice') in written form that it has breached these Terms. If these breaches are not resolved, these Terms will end thirty (30) days following such notice.

If You end these Terms according to this Section, We will return any prepaid License Vault fees that are unused.

If We end these Terms according to this Section, We are not required to refund You any prepaid fees for License Vault, but You must pay Us ('remain liable for') any outstanding License Vault fees.

In addition, We can immediately end these Terms if We determine that:

i) You have materially breached these Terms and did not resolve this breach within three (3) days after We notified You of it; or

ii) We will no longer provide License Vault due to any business, economic, legal, or regulatory reason.

If You have materially breached these Terms and did not resolve this breach within three (3) days of notification of the breach, You must pay Us any unpaid fees that You owe for License Vault promptly. We are not required to refund You any prepaid amounts.

If We are terminating these Terms due to Your breach, We can also terminate the Agreement.

d) Effect of termination

If these Terms are terminated for any reason, but the Agreement remains in effect, all Your Team Subscriptions will become 'regular' Subscriptions, as applicable.

9. Applicability & Effect

Except as expressly provided herein, the other provisions of the Agreement remain in full force and effect.

10. Warranties & Disclaimers

The Parties acknowledge that these Terms have not been entered into wholly or partly in reliance on, nor has either Party been given any warranty, statement, promise, or representation by the other or on their behalf, other than as expressly set out in these Terms and the Agreement.

11. Governing Law and Dispute Resolution

These Terms are governed by the law governing the Agreement. The Parties to these Terms undertake to use their commercially reasonable efforts to amicably settle any disputes arising hereunder. Should the Parties to these Terms fail to settle a dispute amicably, the dispute will be finally resolved in the same manner, which is agreed between the Parties for the resolution of disputes arising out of the Agreement.

12. General Provisions

These Terms constitute the complete and exclusive statement of the agreement between the Parties, which supersedes all prior communications and agreements between the Parties relating to the subject matter of these Terms. To the extent of any inconsistency between these Terms and the Agreement, the provisions of these Terms will prevail.

Enterprise Plan Annex

Your License Vault with Enterprise Plan includes Enterprise Support and Enterprise Service Level ("**SLA**").

1. Enterprise Support

Enterprise Support is made available to Customer via the following channels: email, YouTrack, or JetBrains-selected messaging and chat system (created upon Customer's request), or online meeting and call platform (upon request). Enterprise Support is provided on the basis of 'First Response Time', which is the time it takes Us to first respond to a support request submitted by Customer with Enterprise Plan License Vault via one of the support channels ("**FRT**").

Support request types per priority:

Priority	Description
Critical	Incident affects 100% of Customer's end users.Example: Licenses are not being distributed due to License Vault failure.
Urgent	Incident affects only Customer's administrators.Example: Control panel and configuration tools are unavailable due to iss
High	Incident affects only some of Customer's users.Example: Inability to obtain licenses due to misconfiguration or a network
Normal	General questions regarding features and configuration; non-critical bug reports.

FRT is determined solely by JetBrains and its monitoring systems.

*"**Business hours**" means between 10:00 am and 6:00 pm CET on working days excluding weekends and public holidays.

2. Enterprise Service Level (SLA)

Subject to Your compliance with these Terms, We will make commercially reasonable efforts to provide License Vault with Enterprise Plan to You at 99.5% or higher percentage of the total time that License Vault should have been made available to You in a respective Plan Period ("**Uptime**"). Uptime is determined solely by JetBrains and its monitoring systems, which does not account for unavailability resulting from the following:

a) when License Vault is offline and/or unavailable due to a scheduled downtime of which We informed You upfront at least twenty-four (24) hours before the unavailability;

b) network failures, including failures or delays contributed to by an internet service provider;

c) issues caused by Third-Party Software;

d) You signing up voluntarily for License Vault features that We describe as 'early access','alpha','beta','testing','nightly build', or similar;

e) failures attributable to Your equipment, services, technology, or data; or

f) circumstances beyond Our reasonable control (see the 'Force Majeure' section).

3. Remedies for SLA Failures

a) Remedy for Support Failure

If You are an Enterprise Plan Customer, You will be eligible upon request for a discount in the amount of 5% of the Enterprise Surcharge You paid for a Plan Period when JetBrains did not meet its FRT commitment ten (10) or more times.

b) Remedy for Enterprise Service Level Failure

If a License Vault with Enterprise Plan experiences Uptime lower than that promised, Customer will be eligible upon request for a discount on the Enterprise Surcharge as follows:

Achieved Uptime Percentage	Discount
Less than 99.5% but greater than or equal to 95.0%	25%
Less than 95.0%	100%

The Discount will be applied to the Enterprise Surcharge paid by the Enterprise Customer for the Plan Period when the Uptime level was not met by JetBrains, and the resulting sum will be subtracted from the Enterprise Surcharge for the next Plan Period.

Further details are available in the Documentation.

c) Sole Remedy

The discounts provided under this Section 3 are Customer's sole and exclusive remedy with respect to Uptime levels and Enterprise Support FRT commitments.