JetBrains Plugin Marketplace Agreement

Version 1.2, effective as of June 24, 2019

1. Parties

1.1. "**JetBrains**" or "**We**" means JetBrains s.r.o., having its principal place of business at Na hřebenech II 1718/10, Prague, 14000, Czech Republic, registered in the Commercial Register maintained by the Municipal Court of Prague, Section C, File 86211, ID. No.: 265 02 275.

1.2. "**Customer**" or "**You**" means the physical person or legal entity accepting this Agreement. For legal entities, "Customer" includes any entity which controls, is controlled by, or is under common control with Customer. For the purposes of this definition, "control" means (i) the power, directly or indirectly, to direct or manage such entity, whether by contract or otherwise, or (ii) ownership of fifty percent (50%) or more of the outstanding shares or beneficial ownership of such entity.

2. Definitions

2.1. "**Agreement**" means this JetBrains Plugin Marketplace Agreement.

2.2. "**JetBrains Products and Services**" means any generally available JetBrains software product identified by JetBrains as an individual developer tool, teamware tool, plugin, or online service.

2.3. "**JetBrains Website**" means any website that is the property of JetBrains, including but not limited to everything hosted under the domains listed at https://www.jetbrains.com/legal/websites/.

2.4. "**JetBrains Account**" means an account either (i) at https://hub.jetbrains.com created by you, having a unique name and password, or (ii) at https://account.jetbrains.com created by you, having a unique name and password, through either of which you have access to JetBrains Marketplace.

2.5. "**Privacy Policy**" means the JetBrains Privacy Policy available at https://www.jetbrains.com/legal/docs/privacy/privacy.html which may be updated from time to time.

2.6. "**Personal data**" means any information which can identify an individual.

2.7. "**JetBrains Plugin Marketplace Service**" means any platform on which JetBrains markets the Plugins, including the website https://plugins.jetbrains.com or any other website or other platform, whether named as JetBrains Plugin Marketplace Service, JetBrains Plugins Repository, or otherwise.

2.8. "**Plugin**" means any plugin, extension, or other software designed to work with the JetBrains Products and Services.

2.9. "**Free Plugin**" means a Plugin which is available to Customers free.

2.10. "**Paid Plugin**" means a Plugin that is provided to Customers for a consideration.

2.11. "**Developer-Paid Plugins**" means Plugins created by third-party Developers which are provided to Customers for a fee paid to Developer.

2.12. "**Developer**" means a third party developing and making available a Plugin through JetBrains Plugin Marketplace Service.

2.13. "**Developer Plugin**" means a Plugin offered in JetBrains Plugin Marketplace Service by a Developer.

2.14. "**Standard EULA**" means the toolbox subscription agreement for Customers which sets the terms for use of JetBrains Paid Plugins as referred to in clause 6 of this Agreement.

2.15. "**Developer EULA**" means the license agreement governing the use of a Developer Plugin entered into directly between You and a Developer.

2.16. "**User Agreement**" means the agreement between JetBrains and Users of a JetBrains Plugin as referred to in clause 6 of this Agreement.

2.17. "**Open Source License**" means a license chosen by JetBrains which fulfills the criteria set by the Open Source Initiative available on this website: https://opensource.org/osd.

2.18. "**JetBrains Plugin**" means a Plugin licensed by JetBrains.

2.19. "**User**" means any employee, independent contractor, or other personnel obtaining access to JetBrains Plugin(s) from Customer.

3. General

The JetBrains Plugin Marketplace Service provides the functionality of downloading, distribution, listing, and management of Plugins. This Agreement governs the use of JetBrains Plugin Marketplace Service. By ticking the appropriate box next to this Agreement displayed to you within the JetBrains Plugin Marketplace Service, you accept this Agreement. If the Customer is a business or other legal entity and not an individual, then the individual entering into this Agreement on Customer's behalf represents that they have all necessary legal authority to bind Customer to this Agreement.

4. Grant of Rights

4.1. You may use JetBrains Plugin Marketplace Service to get access to Plugins in order to download and use them as long as you comply with the terms of this Agreement and the terms governing the use of each Plugin.

4.2. Without written JetBrains permission You may not:

4.2.1. remove any copyright or other proprietary notices displayed or contained in JetBrains Plugin Marketplace Service;

4.2.2. modify or alter JetBrains Plugin Marketplace Service in any way;

4.2.3. distribute, sell, lease, rent, or provide JetBrains Plugin Marketplace Service or its parts to others.

4.3. JetBrains reserves the right to revoke authorization to use, access, view, download, and print JetBrains Plugin Marketplace Service content at any time, and you shall discontinue such use immediately upon notice from JetBrains.

4.4. The rights granted to you for use of JetBrains Plugin Marketplace Service constitute a grant of rights and not a transfer of title.

4.5. The use of JetBrains Plugin is governed by User Agreement and/or Standard EULA, or an Open Source License as specified individually within the JetBrains Plugin Marketplace Service for each Plugin.

4.6. The JetBrains Plugin Marketplace Service allows you to post reviews of Plugins and comment on Plugins. Any reviews on a Plugin and comments on a Plugin that you post must be made in good faith after you have reasonably evaluated the full Plugin. All reviews and comments must comply with good manners, and JetBrains may, at its discretion, take down reviews and/or block reviewers in the event of a violation of good manners.

4.7. Because of the nature of the provided service, your first name, last name, email address, and username may be visible to other users of JetBrains Plugin Marketplace Service when you leave a review or comment, when you submit Plugins or information, or when you share your profile link with external users.

4.8. JetBrains reserves the right to remove, at its sole discretion, any content, including comments, reviews, or ratings, from JetBrains Plugin Marketplace Service at any time.

5. Related Terms

Because of the nature of provided services, use of JetBrains Plugin Marketplace Services is governed by this Agreement and the JetBrains Website Agreement available at https://www.jetbrains.com/legal/docs/company/useterms.html.

6. Standard EULA, User Agreement

The use of JetBrains Plugins is governed by the User Agreement with or without the Standard EULA, or an Open Source License. The licenses governing the use of each individual Plugin are displayed at the point of installation of each Plugin.

Use of Developer Plugins is governed by the Developer EULA.

7. Personal Data

7.1. When using JetBrains Plugin Marketplace Service, you need to provide JetBrains with identifiable information such as the information mentioned in clause 7.2. Processing of any Personal data we collect from you is governed by our Privacy Policy, by the JetBrains Website Terms available at https://www.jetbrains.com/legal/docs/company/useterms.html, by the JetBrains Account Agreement available at https://www.jetbrains.com/legal/docs/agreements/jetbrains_account.html, by this Agreement, and/or by any other agreement you may have entered into with JetBrains which specifically addresses processing of Personal data.

7.2. To provide You with the functionality described in clause 4.1, JetBrains may use Your first name, last name, email address, username, physical address, IP address, cookies, payment information, and tax ID.

7.3. Data You upload is not expected to contain any Personal data.

7.4. You shall keep your Personal data up-to-date, update the information, or report it to JetBrains if any inconsistency takes place.

7.5. For Paid Plugins, JetBrains may hand over some of your Personal data, to the necessary extent, to Developers as part of sales reports or customer support of the Paid Plugins sold through JetBrains. JetBrains will apply the data minimization principle in such handovers to make sure only relevant personal data are handed over for these purposes, such as your name, subscription, or license information, order data, email address, country of residence, and phone number if provided.

7.6. JetBrains may send you notifications concerning JetBrains Plugin Marketplace Service. In addition, JetBrains may send you emails containing certain promotions, offers, and other information relating to JetBrains Plugin Marketplace, including offers of Plugins that may be of interest to you. You can opt out of receiving these offerings within the emails or through your JetBrains Plugin Marketplace Service account.

8. Term and Termination

8.1. The term of this Agreement will commence upon the acceptance of this Agreement by Customer as set forth in the preamble above.

8.2. You may terminate this Agreement at any time by removing your account from JetBrains Plugin Marketplace Service.

8.3. JetBrains may terminate this agreement if:

(A) Customer has breached this Agreement and fails to cure such breach within thirty (30) days of written notice thereof;

(B) JetBrains is required to do so by law (for example, where the provision of the JetBrains Plugin Marketplace Service functionality to Customer is, or becomes, unlawful); or

(C) JetBrains elects to discontinue providing JetBrains Plugin Marketplace Service, in whole or in part;

(D) If JetBrains reasonably believes that:

(i) the use of JetBrains Plugin Marketplace Service by the Customer is unauthorized or fraudulent;

(ii) information provided to JetBrains by the Customer in connection with this Agreement is incomplete, inaccurate, legally invalid or unverifiable.

8.4. JetBrains will make reasonable efforts to notify Customer via email as follows:

(A) Thirty (30) days prior to termination of the Agreement in the events specified in Section 8.3 (C) above.

(B) Three (3) days prior to termination of the Agreement in the event specified in Section 8.3 (B) and 8.3 (D).

(C) Upon expiration or termination of this Agreement by Customer under Section 8.2.

9. Export Controls

Customer shall comply with all applicable laws and regulations with regard to economic sanctions, export controls, import regulations, and trade embargoes (all herein referred to as "Sanctions"), including those of the European Union and the United States (specifically the Export Administration Regulations (EAR)). Customer declares that it is not a person targeted by Sanctions nor is it otherwise owned or controlled by or acting on behalf of any person targeted by Sanctions. Further, Customer warrants that it will not download or otherwise export or re-export software or any related technical data directly or indirectly to any person targeted by Sanctions or download or otherwise use software for any end-use prohibited or restricted by Sanctions.

10. Limited Liability

JETBRAINS PLUGIN MARKETPLACE SERVICE IS PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES. USE OF JETBRAINS PLUGIN MARKETPLACE SERVICE IS AT YOUR OWN RISK. JETBRAINS MAKES NO WARRANTY AS TO ITS USE OR PERFORMANCE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, JETBRAINS, AND ITS SUPPLIERS AND RESELLERS, DISCLAIM ALL WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, WITH REGARD TO THE JETBRAINS PLUGIN MARKETPLACE SERVICE, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES. THIS LIMITED WARRANTY GIVES USER SPECIFIC LEGAL RIGHTS. USER MAY HAVE OTHER RIGHTS, WHICH VARY FROM STATE/JURISDICTION TO STATE/JURISDICTION. JETBRAINS (AND ITS AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES) DOES NOT WARRANT THAT JETBRAINS PLUGIN MARKETPLACE SERVICE IS ACCURATE, RELIABLE, OR CORRECT; THAT JETBRAINS PLUGIN MARKETPLACE SERVICE WILL MEET USER'S REQUIREMENTS; THAT JETBRAINS PLUGIN MARKETPLACE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT JETBRAINS PLUGIN MARKETPLACE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF JETBRAINS PLUGIN MARKETPLACE SERVICE ARE DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD.

11. Disclaimer

11.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL JETBRAINS (OR ITS AFFILIATES, AGENTS, DIRECTORS, OR EMPLOYEES), OR JETBRAINS' LICENSORS, SUPPLIERS, OR RESELLERS BE LIABLE TO YOU OR ANYONE ELSE FOR: (A) ANY LOSS OF USE, DATA, GOODWILL, OR PROFITS, WHETHER OR NOT FORESEEABLE; (B) ANY LOSS OR DAMAGES IN CONNECTION WITH TERMINATION OR SUSPENSION OF YOUR ACCESS TO JETBRAINS PLUGIN MARKETPLACE SERVICE IN ACCORDANCE WITH THIS AGREEMENT; (C) ANY LOSS OR DAMAGE ASSOCIATED WITH THE USE OF DEVELOPER PLUGINS; OR (D) ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHATSOEVER (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES), INCLUDING THOSE (X) RESULTING FROM LOSS OF USE, DATA, OR PROFITS, WHETHER OR NOT FORESEEABLE, (Y) BASED ON ANY THEORY OF LIABILITY, INCLUDING BREACH OF CONTRACT OR WARRANTY, STRICT LIABILITY, NEGLIGENCE OR OTHER TORTIOUS ACTION, OR (Z) ARISING FROM ANY OTHER CLAIM ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF OR ACCESS TO JETBRAINS PLUGIN MARKETPLACE SERVICE. THE

FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. JETBRAINS DOES NOT AND WILL NOT HAVE ANY RESPONSIBILITY OR LIABILITY RELATED TO (i) YOUR COMPLIANCE OR NON-COMPLIANCE WITH THE DEVELOPER EULA OR (ii) TO YOUR USE OF PLUGINS.

11.2. OUR TOTAL LIABILITY IN ANY MATTER ARISING OUT OF OR IN RELATION TO THIS AGREEMENT IS LIMITED TO ONE HUNDRED (100) US DOLLARS. THIS LIMITATION WILL APPLY EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF LIABILITY EXCEEDING SUCH AMOUNT AND NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

11.3. Developer Plugins and any information and materials made available together with the Developer Plugin (together "Content") is the sole responsibility of such Developer. JetBrains is not responsible for any such Content. JetBrains does not represent or warrant the quality, security, completeness, reliability, usefulness, accuracy, or compliance of any Plugin or other Content. JetBrains hereby disclaims all warranties, including but not limited to any implied warranties of title, non-infringement, merchantability, or fitness for a particular purpose, relating to such Content. JetBrains does not and will not have any responsibility or liability related (i) to Your compliance or non-compliance with the Developer EULA or (ii) to Your use of Developer Plugins.

12. Miscellaneous

12.1. Entire Agreement. This Agreement, together with the JetBrains Website Agreement available at https://www.jetbrains.com/legal/docs/company/useterms.html, the Privacy Policy, and the Terms of Purchase available at https://www.jetbrains.com/legal/docs/store/terms/, constitutes the entire agreement between the parties concerning its subject matter and supersedes any prior agreements between You and JetBrains regarding Your use of any JetBrains software covered by JetBrains Plugin Marketplace Service. No purchase order, other ordering document or any handwritten or typewritten text which purports to modify or supplement the printed text of this Agreement or any schedule will add to or vary the terms of this Agreement unless signed by both Customer and JetBrains.

12.2. Reservation of Rights. JetBrains reserves the right at any time to cease the support of JetBrains Plugin Marketplace Service and to alter prices, features, specifications, capabilities, functions, terms of use, release dates, general availability, or other characteristics of the JetBrains Plugin Marketplace Service.

12.3. Changes to this Agreement. We may update or modify this Agreement from time to time, including any referenced policies and other documents. If a revision meaningfully reduces Your rights, We will use reasonable efforts to notify You (for example, by sending an email to the email address You provided to us, posting on JetBrains Website, or via the JetBrains Plugin Marketplace Service itself). If We modify this Agreement, the modified version of the Agreement will be effective from the date of posting of the modified Agreement in JetBrains Plugin Marketplace Service. In this case, if You object to the updated Agreement terms, as Your exclusive remedy, You may terminate this Agreement. You may be required to click through the updated Agreement to show Your acceptance.

12.4. Severability. If a particular term of this Agreement is not enforceable, the unenforceability of that term will not affect any other terms of this Agreement.

12.5. Headings. Headings and titles are for convenience only and do not affect the interpretation of this Agreement.

12.6. No Waiver. Our failure to enforce or exercise any part of this Agreement is not a waiver of that section.

12.7. Governing Law. This Agreement will be governed by the laws of the Czech Republic, without regard to conflict of laws principles. Customer agrees that any litigation relating to this Agreement may only be brought in, and will be subject to the jurisdiction of, any competent court of the Czech Republic. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

12.8. You declare that You have had sufficient opportunity to review this Agreement, understand the content of all of its clauses, negotiate its terms, and seek independent professional legal advice in that respect before entering into it. Consequently, any statutory "form contract" ("adhesion contract") regulations shall not be applicable to this Agreement.

12.9. The parties to this Agreement undertake to make their best efforts to settle any disputes arising hereunder ("Dispute") amicably. Should the parties to this Agreement fail to settle a Dispute amicably, Customer has a right

to submit a Dispute for an out-of-court resolution to the Czech Trade Inspection Authority, web address: https://www.coi.cz.

12.10. Notice. JetBrains may deliver any notice to Customer via electronic mail to an email address provided by Customer, JetBrains Plugin Marketplace Service, registered mail, personal delivery, or renowned express courier (such as DHL, FedEx, or UPS). Any such notice will be deemed to be effective (i) on the day the notice is sent to Customer via email, (ii) upon being uploaded to Your JetBrains Plugin Marketplace Service (irrespective of when Customer actually receives it), (iii) upon personal delivery, (iv) one (1) day after deposit with express courier, or (v) five (5) days after deposit in the mail, whichever occurs first.

12.11. Children and minors. If You are under 18 years old, then by entering into this Agreement you explicitly stipulate that (i) You have legal capacity to conclude this Agreement or that you have valid consent from a parent or legal guardian to do so and (ii) You understand the JetBrains Privacy Policy available at https://www.jetbrains.com/legal/docs/privacy/privacy.html. You may not enter into this Agreement if you are under 13 years old. IF YOU DO NOT UNDERSTAND THIS SECTION, DO NOT UNDERSTAND THE JETBRAINS PRIVACY POLICY, OR DO NOT KNOW WHETHER YOU HAVE THE LEGAL CAPACITY TO ACCEPT THESE TERMS, PLEASE ASK YOUR PARENT OR LEGAL GUARDIAN FOR HELP.

For exceptions or modifications to this Agreement, please contact JetBrains at:

Address: Na hřebenech II 1718/10, Prague, 14000, Czech Republic

Fax: +420 241 722 540

Email: legal@jetbrains.com