

# JetBrains Terms of Service (Space Cloud)

Version 1.0, effective as of December 9, 2020

Welcome to JetBrains Space!

This is a legal document and it is important that You read it carefully.

You understand that by accepting these Terms of Service (You do that by clicking the “I agree” or a similar button, or by accessing or using JetBrains Space) You are entering into a legal agreement and agree to certain legal consequences for Yourself or for Your Organization.

By accepting these Terms of Service, You confirm that You understand them, You agree with them, and You are at least 18 years of age.

## 1. Introduction

These JetBrains Terms of Service (“Terms”), describe how You can access, purchase, and use the in-cloud version of JetBrains Space.

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 1718/10, Prague, 14000, Czech Republic (“JetBrains”, “Us”, or “We”) and (ii) yourself, that is either an organization, including a sole trader, one person organization or similar (“Organization”, or “You”), or a physical person (“You”) for the Free Subscription only (as defined below).

If You are accepting these Terms on behalf of an Organization, such as (‘including, but not limited to’) a company, organization, school, or charity, You confirm (‘represent and warrant’) that You are authorized to enter into agreements on behalf of that Organization. If these Terms are accepted using an email address provided by a legal entity, We will regard (‘deem’) You as authorized to represent that Organization. You must be able to enter into contracts (‘have capacity’).

*Summary: Accepting these Terms creates an important legal agreement between You and JetBrains. There are legal consequences to accepting these Terms, either for Yourself or the Organization You represent.*

## 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. We do this every time a certain phrase is used for the first time in these Terms.

### b) Definitions

There are words or phrases in these Terms that have a particular meaning. When the word or a phrase is used for the first time, it is defined and capitalized. These Terms also use these definitions:

“Applications” are either JetBrains or third-party software applications designed to be used in Space and available on the JetBrains Plugin Marketplace or from third parties.

“Content” refers to content that is featured, displayed, stored, or otherwise available in Space, such as (‘including, but not limited to’) code, repositories, text, data, articles, images, photographs, graphics, software, Third Party Software, Applications, packages, designs, features, the Organization URL, and other materials.

“Confirmation” means an email confirming Your rights to use Space and describing important information about Your Subscription Plan, such as (‘including, but not limited to’) the Subscription Period, number of Members, Resources

that You are entitled to, as well as important payment information and the number of searchable messages and application integrations You can use.

“Documentation” means the latest versions of all online Space technical documentation, the ‘JetBrains Team Tools Acceptable Use Policy’ (which outlines what You and Your Members can and cannot do in Space), and any other relevant Space policy available on the JetBrains Website which applies to You and the Members when using Space.

“Inactive Member” means a Member who, during any consecutive 14 day period, has not completed at least one intentional action in Space in any Client App (“Inactive”). If an Inactive Member performs an intentional action, they become an “Active Member” again. Creating or editing Content in Space, pushing to a Git repository, editing a profile, and reading chat messages are examples of intentional actions. However, auto-login, minimizing an application without navigation, and closing a Client App are not.

“JetBrains Website” means the Space product website and any other website operated by JetBrains including (but not limited to) websites listed on the JetBrains Legal Information page.

“Resources” means CI Credits, Data Transfer, Storage, and any other resource made available to You by JetBrains in Space.

“Space” means the JetBrains product offering known as “JetBrains Space”, offered in-cloud, comprising the JetBrains software program known as ‘Space’, which includes all downloadable parts of Space that are provided by JetBrains in binary form (if any), access to Space, the Documentation, updates of Space, and any incorporated Third-Party Software, as well as the Content and Resources.

“Subscription” means Your right to use Space according to these Terms and the Documentation, and within the limits set out in Your Subscription Plan and described in Your Confirmation.

“Subscription Period” means either a monthly or yearly period as described in Your Subscription Plan.

“Subscription Plan” means subscription plans described in Your Confirmation and the specific features for each type of plan described on the JetBrains Website and/or in the Documentation. If the description in Your Confirmation is different from the description on the JetBrains Website or in the Documentation, the description in Your Confirmation will prevail.

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

“Member” means a person who is authorized by You to use Space and who has Your permission to access and use Space under Your Subscription.

“Your Content” means Content that You (any of Your Members) create, own, or have the right to use.

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

### **3. Rights and responsibilities**

#### **a) Right to use Space**

You can use Space as long as You comply with these Terms, the Documentation and the limits of Your Subscription. You can change Your Subscription at any time, including by purchasing additional Resources or Member access rights. Any changes to Your Subscription will be effective as soon as We confirm those changes.

We will use commercially reasonable efforts to make Space available to You. Space may be unavailable to You during (i) planned downtime, (ii) failures of Space, including failures or delays contributed to by an internet service provider, or (iii) any unavailability caused by circumstances beyond JetBrains’ reasonable control (see the ‘Force Majeure’ Section).

## b) Your responsibilities when using Space

You are responsible for:

- i) Organization Accounts – creating and maintaining an electronic record in Space for Yourself (“**Organization Account**”), which allows a representative of Your Organization to manage Your Organization’s Subscription as system administrator (“**Admin Member**”), manage Resources, and create, manage, deactivate and/or delete Member Accounts. You are responsible for making sure Your Organization’s representative is authorized to use the Organization Account;
- ii) Member Accounts – creating and maintaining electronic records for one or more Members (“**Member Account**”), which allow Members to join and use Space. The number of Members You can invite depends on Your Subscription Plan and whether the “Overdraft” feature is enabled (see the “Overdraft” Section);
- iii) External Account – creating and maintaining electronic records for Members who may not usually be affiliated with Your Organization (“**External Member**”), but to whom You give limited access to use Space (“**External Account**”). You are responsible for the permission You give an External Member, their activities in Space, and the Content to which they will have access;
- iv) Members – Your behavior, Your Members’ and External Members’ behavior, and making sure that You, Your Members, and any External Members do not breach these Terms. If You become aware that a Member or External Member is breaching these Terms, You must immediately cancel that Member’s rights to use Space by suspending their Member Account;
- v) Confidentiality – keeping Your Organization Account, Your Content, passwords, Members’ usernames, and access tokens confidential and secure, and making sure that Your Members do the same;
- vi) Permitted use – configuring and using Space according to the Documentation and Your Subscription Plan;
- vii) Internet and software – making sure that You have a suitable internet connection and any equipment that You need for that internet connection. It is also Your responsibility to have access to appropriate hardware and any third-party software needed to run Space, such as a browser with compatible data security protocols;
- viii) Your Content – all Content that You or Your Members submit or allow to submit to Space, and all of Your Content that is stored by JetBrains on Space, including any permission You need to use Your Content. You are also responsible for the way in which You acquired Your Content, and for ensuring that it is legal for You to use Your Content and for You to submit it, or allow it to be submitted, to Space. If You become aware that any part of Your Content breaches these Terms or any other person’s (“third-party’s”) rights, You must immediately remove this part of Your Content from Space;
- ix) Legal use – making sure that Your use of Space does not breach applicable law or government regulations.

## c) Restrictions on using Space

You must not:

- i) Interfere – reverse-engineer, disassemble, or decompile Space or try to derive the source code of Space in any way, unless applicable law allows this;
- ii) Steal – modify, alter, tamper with, repair, or otherwise create derivative works of Space, except if We give You a separate license that expressly allows You to create derivative works of all or part of Space;
- iii) Cheat – use, or try to use, Space in a way that avoids incurring fees or exceeding the limits for Your Subscription Plan. You also must not obtain Resources in a way that breaches these Terms;
- iv) Transmit illegal Content – use Space 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 breach the privacy or intellectual property rights of anyone else (“third-party”); and
- v) Gain unauthorized access - try to gain unauthorized access to Space, or allow anyone else to access Your or anyone else’s Member Account, or allow anyone outside of Your Organization to use Space other than through an External Account.

vi) Resell Space or access to Space to any third party.

You also must make sure that each Member does not do any of these things.

*Summary: You can use Space according to these Terms. Do not breach the restrictions outlined above, as they are an important part of Our mutual agreement.*

#### 4. Subscriptions

a) Free Subscriptions – when You sign up for Space, You can use Space for free (i.e. on the ‘Free’ or Subscription Plan with a similar name) (“Free Subscription”). With a Free Subscription, You can have as many Members as You need (subject to our Acceptable Use Policy) and use the maximum number of Resources described on the JetBrains Website at the time You sign up.

b) Upgrading Subscriptions – You can change Your Subscription from a Free Subscription to a paid Subscription (ie. a Subscription You have to pay for) (“Paid Subscription”) or change one type of Paid Subscription to another type of Paid Subscription with more Resources (“Upgrade”) at any time. Depending on the Subscription Plan that You select, Your Subscription will be either for one month or one year (“Subscription Period”). Your Subscription starts on the date in Your Confirmation.

When Upgrading, Your Paid Subscription will be set to an annual Subscription Period by default and will include a starting number of Members. You can manually set Your Paid Subscription from an annual to a monthly Subscription Period. The number of Members that You start Your Upgraded Subscription with is based on the number of Members who are not Inactive. For the purposes of calculating the number of Active Members, an External Member who is not Inactive will be counted as an Active Member.

c) Downgrading Subscriptions – You can downgrade from any Paid Subscription to a Free Subscription or change from one type of Paid Subscription to another type of Paid Subscription with fewer Resources (“Downgrade”) at any time. If You Downgrade from a Paid Subscription to a Free Subscription, We will refund You the unused portion of Your Paid Subscription, including any additional Members or Resources, as General Credits (defined below). If You Downgrade from one type of Subscription to another, We will refund You the difference between the types of Paid Subscriptions as General Credits.

d) Automatic Renewals – unless You explicitly opt out, Your Subscription, and the Subscription Period, renew automatically. This means that if Your monthly Subscription is about to expire, it will be automatically renewed for another month. If Your annual Subscription is about to expire, it will be automatically renewed for another year. We will notify You shortly before Your Subscription is renewed. You can change Your Subscription Period or opt out of the automatic renewal of Your Subscription in Your Organization Account at any time.

e) Trial Subscriptions – You may be eligible for a trial Subscription. The details of trial Subscriptions are displayed within Space. These trials are free and must be used only to assess which Space Subscription Plan suits Your needs. You can request a trial Subscription once (unless agreed otherwise with JetBrains) and a trial doesn’t automatically increase Resources to the trial Subscription Plan Resource limits during Your trial Subscription. Once the Trial Subscription ends, You will be downgraded to the Subscription Plan that You had before the trial Subscription began, including any additional Members or Resources that You previously purchased.

*Summary: Please pay attention to the time period in which You are entitled to use Space, the fact that it auto-renews, and the number of Members and other Resources You have purchased. If You need to add more Resources, please do so in the Organization configuration, or let Us know.*

#### 5. Member Content

##### a) Responsibility for Your Content

You can create or upload Your Content (see the ‘Definitions’ Section) while using Space. You are solely responsible for all of Your Content that You post, upload, link to or otherwise make available or allow others to make available on Space, regardless of the form of that Content.

You are also responsible for all legal consequences, such as claims, damages, losses, liabilities, costs, and expenses that result from Your Content. We are not responsible for any public display or misuse of Your Content.

#### **b) Ownership of Your Content**

You keep ('retain') ownership, title, and interest of Your Content.

You will only submit or allow submission of Content, including Third-Party Software, that You have the right to use, display, publish and/or modify. You will fully comply with any third-party rights relating to Your Content. This means that if Your Content is licenced or copyrighted by a third-party, You must make sure You have the right to submit this Content to Space and You must include any notices as required by the copyright owner or licensor.

Each time You post something that You did not create Yourself, or that You do not own the rights to, You confirm that You have the right to do so and understand that You are doing so at Your own risk, and are solely responsible for this Content and all consequences of its use in Space. You also indemnify Us for any liability relating to this Content (see the 'Indemnification' Section).

#### **c) Removing Content**

We do not review, screen, or otherwise moderate Content and are not responsible for doing so. We have the right, but not the responsibility, to refuse or remove any Content or close any Member Account that We ("in Our sole discretion") believe breaches these Terms, any other legal agreement with JetBrains, any other JetBrains policies, or someone else's rights.

If You believe any Content affects ("infringes") Your rights, please let Us know by emailing Us at [copyrights@jetbrains.com](mailto:copyrights@jetbrains.com).

#### **d) Permissions to handle Your Content**

You need to give ("grant") Us certain permissions ("rights") so that We can provide Space to You and make Your Content submitted or allowed to be submitted by You accessible in Space. The exact scope of such permissions is described in the Sections below (see Sections 5(d)(i) – 5(d)(iii)).

Each of these permissions takes effect immediately when Your Content is submitted on Space. Each permission ends when Your Content is removed from Space, but for backups, these permissions will last longer as described in these Terms (see the "Data Retention" Section) and Our Data Retention Policy. You understand ("acknowledge") that You will not receive any payment for giving Us these permissions.

If the Content You upload already comes with a standalone permission that allows Us to make it accessible within Space as described in these Terms, either the permissions as described here or the standalone permission will apply, whichever is broader.

##### **i) Content permission that You grant to us**

You give Us permission to host, store, copy, parse, display, publish and share with Your Members Content in Space, and You allow it to be shared in Space with Your Members. This permission includes the right to do things such as copy it to Our database and make backups and analyze it on Our servers. However, nothing here gives Us permission to sell or otherwise transfer ownership of Your Content to a third party, nor does anything here give Us permission to grant access to Your Content to any third party without Your explicit permission.

##### **ii) Content Permission that You grant to Members**

You understand that, depending on the specific settings You choose in Space, Your Members may be able to access and use all of Your Content. You and, if You allow them to do so, Your Members can give other Members the right to access and use Your Content. It is Your responsibility to set Your Members' access and use rights to Your

Content. These rights apply to all Members in Your Organization. These rights can be given to multiple Members (“non-exclusive”) and apply worldwide.

If You are uploading Content that You did not create or do not own, You are responsible for ensuring that You have the right to upload this Content and give Us the same right to access and use this Content as described above in Section 5(d)(i).

### iii) Moral Rights

You keep all moral rights to all of Your Content that You upload, publish, or submit to Space. This includes rights of integrity and attribution. However, You waive these rights and agree not to assert them against us, but only so that We can do the things described in clause i) of this Section (“Permissions to handle Your Content”). If a court finds that these Terms are not enforceable under applicable law, You grant JetBrains the rights that We need to use Your Content without attribution and to make reasonable adaptations to Your Content, but only to the extent that is necessary to enable Us to provide Space.

*Summary: Any Content created by You remains Yours. However, You provide Us with certain rights to it, so that We can display and share the Content You post. You have control over Your Content, and responsibility for it, and the rights You grant Us are limited to those necessary for Us to provide Space. We have the right to remove Content or close Member Accounts if We need to.*

## 6. Content Access

### a) Access control

Depending on the nature of Your Content and the specific Space feature that You are using, Your Content might be visible to other Members by default. It is Your responsibility to set the appropriate level of access to Your Content, as described in the Documentation.

### b) Content protection & confidentiality

We will protect any Content that You upload from unauthorized use, access, or disclosure. We will exercise commercially reasonable efforts to protect it in the same way (‘manner’) that We protect Our own content that is similar in nature and no less than with a reasonable standard of care.

### c) Access

You give Us permission to access Your Content in the following situations:

i) For support reasons – If You request support, Your Admin Member can grant Us access with the same permissions as You or another Member if such access is necessary to carry out the support task. You can revoke these permissions at any time.

ii) For security reasons – We can access Your Content if We have a good reason to (“reasonably”) believe this access is required to maintain the ongoing confidentiality, integrity, availability, performance, and resilience of JetBrains’ systems and Space.

iii) If You give Us permission – We can access Your Content in the context of providing You with support if You give Us permission to do so. You can enable services or features in Space that give Us or other Members additional access rights. If any services or features require permissions other than those You have given us, We will provide an explanation of those permissions.

iv) If We are legally required – We have the right to access, review, and remove all or a part of Your or Your Members’ Content if We have a good reason to (‘reasonably’) believe that Your Content breaches the law or these Terms. You understand that there are laws that could require Us to disclose Your Content and, if these laws apply, We are obliged to comply with them.

*Summary: You are responsible for deciding who has access to Your Content in Space. External Members will see Your Content only if You allow it. We protect Your Content, and We only access it for support reasons with Your consent, or if required to for security or legal reasons.*

## 7. Fees and Payments

### a) Subscription and Other Fees

When You sign up for Space, You will have a Free Subscription and will not pay any Subscription fees. You can Upgrade Your Subscription at any time and will start paying Subscription fees depending on Your Subscription Plan, Subscription Period, number of Active Members, the pricing described on the JetBrains Website, and Your chosen method of payment.

Depending on Your Subscription Plan, You will have access to different features and Resources, and be subject to certain limits. These features, Resources and limits are described on the JetBrains Website and apply at the time You Upgrade. The most important limits include:

- i) Your Subscription Period;
- ii) the number of Active Members linked to Your Organization Account;
- iii) the total amount of data You and Your Members can transfer in Space per month by uploading or downloading Content to and from Space (“Data Transfer”);
- iv) the total number of gigabytes of storage available to You and Your Members for use in Space (“Storage”);
- v) the number of searchable messages available across Your Organization. A searchable message includes chat messages or comments posted to an issue, code reviews, or blog posts;
- vi) the number of Applications and/or integrations (see the “Space Applications and Integrations” Section below);
- vii) the level of support (see the “Support” Section below); and
- viii) CI Credits (see the “Credits” Section below).

You can monitor key aspects of Your Subscription using the relevant page in Space.

### b) Subscription Billing

You will be billed either monthly or annually depending on Your Subscription Plan, Subscription Period and the method by which You choose to pay (“Billing Period”).

- i) Annual Subscriptions – if You have an annual Subscription, We will bill You at the beginning of the annual Subscription Period. You will be charged for the number of Active Members and Resources that are included in Your Subscription Plan and that are described in Your Confirmation. You can choose to pay with any major debit or credit card (“Payment Card”) or, for some of the Subscription Plans as specified on the JetBrains Website You can activate payment by electronic funds transfer within 30 days of receiving an invoice (“EFT”) within Your JetBrains Account or during Your purchase of Space.
- ii) Monthly Subscriptions – if You have a monthly Subscription, We will bill You at the beginning of the monthly Subscription Period. You will be charged on the basis of Your Subscription Plan, including the Resources available to You, and the number of Active Members on the billing date. You can pay for monthly Subscriptions by Payment Card. For monthly Subscriptions, the VAT supply date is the last date of the month.
- iii) Subscription Renewals – when Your Subscription is automatically renewed, We will bill You based on the number of Active Members at the time of Your renewal.

iv) Refunds for Inactive Members – if You have a Paid Subscription, and any of Your Members become Inactive during the Subscription Period, We will refund part of Your Subscription fee. You will be charged for the first 14 consecutive days during which a Member is Inactive, but not for the rest of the Subscription Period applicable to that Member. This refund is only available as General Credits, which We will assign to Your Organization Account no later than at the beginning of the month immediately following the one when a Member becomes Inactive (see the “Credits” Section). The General Credits refund for Inactive Members will be assigned for a given month at the beginning of the next month as long as the Member is Inactive and has not been replaced by another Member. This means You will receive a refund of General Credits based on the duration of the Subscription during which the Member was Inactive.

If You deactivate a Member’s Account, We will regard that Member as Inactive and You will be entitled to a refund for the rest of the Subscription Period. This will be a pro-rata refund for the period beginning on the day the Member Account was deactivated and ending at the end of the Subscription Period.

If an Inactive Member is no longer Inactive, then You will be charged for the period beginning when the Member is no longer Inactive and ending at the end of the relevant Subscription Period. You will be billed General Credits if You have any available, and if You don’t have General Credits We will bill Your Payment Card or via EFT.

v) Change billing period – You can change Your Billing Period from monthly to annual at any time, and this change will be effective no later than as of the first day of the following month. If You make this change, Your first annual bill will include amounts relating to the previous monthly Billing Period, as well as the new annual Billing Period. You also can change billing from annual to monthly at any time, but the change will be only effective from the beginning of the next Billing Period.

#### **c) Additional Members and Resources Billing**

i) Additional Members & Resources – if You have a paid Subscription, You can extend Your Subscription to include additional Member access rights at any time during Your Subscription Period by activating the “Overdraft” feature (see the “Overdraft” Section) (“Additional Members”). Each Additional Member’s Subscription will begin when they become an Active Member of Your Organization and will end at the end of the Subscription Period in which You added the Additional Member (‘is co-termed’).

By activating the Overdraft feature, You can buy additional Resources which will be billed after the end of the applicable Billing Period.

ii) If You add any Additional Members or Resources during Your Billing Period, We will charge You for those Additional Members or Resources not earlier than on the first day of the following month. As Subscriptions for Additional Members are co-termed, Your Subscription fee will be calculated on the basis of the remaining Subscription Period. If any additional Member becomes Inactive during the Billing Period, We will apply a pro-rata refund of General Credits for the period of Inactivity (see the “Refunds for Inactive Members” Section).

#### **d) Overdraft**

In Your Organization Account, You can choose to enable the Overdraft feature. By enabling this feature You can use more Resources or Members than You initially bought (i.e. those described in Your Confirmation) during the Subscription Period. This means that You will be able to use additional Members or Resources up to the limits allowed in the Overdraft feature (“Overdraft Limit”). Your Overdraft Limit is decided by Us based on:

- the number of average Active Members in Your Organization (i.e. the base Overdraft Limit is calculated as a coefficient of Your monthly Subscription invoice amount);
- the payment method that You have selected (i.e. Payment Card or EFT); and
- any outstanding unpaid amounts and Your overall payment history.

If You reach the Overdraft Limit, We will issue an invoice for additional Members and Resources immediately, and, after You pay this invoice, the Overdraft Limit will be reset. You can also pay fees for additional Members and Resources at any time. All fees for any Overdraft must be paid within 30 days of the end of the calendar month in which the Overdraft was allocated. If You have a Free Subscription, You cannot enable the Overdraft feature.



#### e) Credits

Space allows You and Your Members to buy non-refundable credits (“General Credits”) that can be used in Space to purchase Resources or additional Members. The exact Resources that You can purchase with General Credits is described in Your Organization Account and can change at any time. The exchange rate of the Resources is available in the Organization Account. General Credits can also be used to pay for running automations in Space, and these are tracked as “CI Credits”. CI Credits cannot be purchased directly, but may be included in Your Subscription Plan or obtained via Overdraft. One CI Credit entitles You or Your Members to one minute of automation in the Container with Default Resources as defined in the Space Documentation.

You understand that General Credits can only be issued by JetBrains. General Credits are not real money (“legal tender”), currency, cryptocurrency, a voucher, or a prize, and have no cash value. They can be purchased from Us, but they cannot be sold, traded off, transferred, exchanged, or bartered with, and can only be used to purchase Resources or additional Members.

Neither General Credits nor other Resources are refundable. General Credits will expire if these Terms are terminated (see the “Term and Termination” Section). The Resources are tied to Your Subscription Plan, and change with it accordingly. That means You will get different amounts of Resources when Your Subscription Plan changes.

#### f) Payments

i) Payment Terms – The JetBrains Terms and Conditions of Purchase apply to all fees and other amounts that You have or might have to pay (“are payable”) relating to these Terms.

ii) Payment methods - You can pay either by Payment Card, which is available to any Subscription Plan and for any amount, or by EFT, which is available only to certain Subscription Plans as detailed on the JetBrains Website/FAQ;

iii) Interest – We can charge You interest at the rate of 1.5% per month (or the highest rate permitted by applicable laws, if that rate is less than 1.5% per month) on all late payments.

iv) Withholding – You cannot deduct or withhold (“set-off”) any amount from the fees that You have to pay to JetBrains, even if We owe You an amount or You believe We owe You an amount (“counterclaim”), unless We agree to do so in writing.

v) Taxes – Fees quoted in Your Confirmation exclude any and all applicable taxes and similar fees (other than taxes solely based on JetBrains’ income) now in force or imposed in the future on provision of the Service. You are responsible for all taxes, levies and/or duties, such as value added tax (“VAT”), sales tax, and withholding tax, that apply in Your country. You have to pay these on top of fees payable to JetBrains.

#### g) Resolution of late payments

To continue using Space without interruption, You must make sure that You pay all the relevant fees on time. Payment dates are described either in the Organization Account or an invoice. If You do not pay all fees in full and on time, We can:

i) Limit Your or a Member’s access to Space or any features in Space.

ii) Suspend or altogether end (“terminate”) Your access to Space and terminate these Terms as described in Sections 15 and 16.

You will reimburse Us for any additional costs that We incur in collecting late payments or if You breach anything in this Section.

### 8. Support

Your Subscription includes the support included with Your Subscription Plan and outlined on the JetBrains Website (“Support”). We will provide Support only to the extent required for You to use Space according to the Documentation and only in relation to current Client Apps.

You (or an Admin Member) can request Support by submitting a support ticket at any time. We will try to respond to Your request in a reasonable period of time. If it is needed in order for Us to provide Support, We can ask You to provide Us with access to the unique URL that was assigned to Your Organization and that allows You to use Space (“Organization URL”), by giving Us the appropriate permissions in the Support settings of Your Organization Account. To withdraw this permission, You must change these settings.

You understand that We can resolve a Support request by deciding in Our sole discretion to implement a publicly available patch, upgrade, or release in the future, or by choosing to modify certain features, functionality, or settings.

## **9. Space Applications & Integrations**

### **a) Space Applications**

You can access free and paid Space Applications from the JetBrains Plugin Marketplace and use them in Space. Space Applications are not included in Your Subscription Plan and You will need to acquire them from the JetBrains Plugin Marketplace, accepting the relevant terms and conditions for each individual Space Application. If a Space Application is owned by someone other than JetBrains, You may be required to accept their terms and conditions.

You are responsible for deciding whether a particular Space Application is compatible with Space and suitable for Your needs, and for assessing how it might affect Your Subscription. You are also responsible for installing and connecting a Space Application with Space. You may be able to co-term certain paid Space Applications with Your Subscription Period.

### **b) Integrations**

You can integrate certain Space functionality with software and/or services that are not part of Your Subscription, or owned or operated by JetBrains. The software and/or services that You can integrate with are described in Your Organization Account and can change at any time.

## **10. Ownership**

### **a) We own Space**

We own (or have the right to use) all the proprietary and intellectual property rights to Space and to all related trade secrets, copyright, trademarks, service marks, patents, and other unregistered intellectual property. These are Our rights (“rights are reserved”). The only intellectual property rights that You have in relation to Space are those that are necessary in order for You and Your Members to access and use Space according to the Documentation.

### **b) You own Your Content**

You keep ownership of all proprietary and intellectual property rights to Your Content. This means that We never own any of Your Content even though it is collected, passed through (“transmitted”), or created in Space.

### **c) Feedback**

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

#### **d) Third-Party Software and its associated Rights**

You understand that the Software integrates Third-Party Software and that by using Space 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.

### **11. Client Apps**

You can use Space in a suitable browser, in any supported desktop applications (MacOS, Windows and Linux), in a mobile environment (iOS, Android), or through a supported JetBrains IDE or API (“Client Apps”).

You understand that these Terms apply to Your use of Space in any of these Client Apps. You also confirm that You have accepted the relevant terms and conditions when accessing a Client App and understand that all trademarks associated with the Client Apps are the property of their respective owners.

### **12. Indemnification**

#### **a) Indemnity**

If there are any claims, damages, losses, liabilities, fees and similar expenses (including reasonable attorney’s fees) brought against JetBrains that arise out of, or are related to, any of the following things:

i) Access and use of Space – Your access or use of Space or any access or use of Space by any of Your Members. This includes all activities related to Your Organization URL and any actions taken by Your employees and personnel in relation to Space;

ii) Breach of these Terms – if You or any of Your Members breach these Terms or applicable laws;

iii) Your Content – Your Content or the combination of Your Content with other Applications, Content, or processes. This includes any allegation that Your Content, or its use, development, design, production, advertising, or marketing infringes someone else’s (“a third party’s”) rights, or that You have illegally or without permission claimed someone else’s rights; or

iv) Disagreements – in the event of a disagreement between You and any of Your Members or any other third party (each of these is 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 such Claims.

#### **b) Indemnity claims**

We will quickly (“promptly”) let You know if any of the things above happen (see the “Indemnity” Section above) and 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 the claim. When defending such a claim You can choose Your own lawyer, with Our written permission. If You have Our written approval, You can resolve (“settle”) the claim as You decide (“at your discretion”). However, We can take control of the defence and settlement at any time.

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

**(RISK)** SPACE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. YOU ACCESS AND USE SPACE 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 SPACE – EXPRESS, IMPLIED, STATUTORY, OR

OTHERWISE. THIS INCLUDES WARRANTIES THAT SPACE 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.

#### **14. IMPORTANT – LIMITATION OF OUR LIABILITY**

(TYPES OF DAMAGES) WE WILL NOT BE LIABLE TO YOU OR A MEMBER FOR ANY DIRECT, 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 A MEMBER’S, INABILITY TO USE SPACE, INCLUDING AS A RESULT OF A SUSPENDED SUBSCRIPTION, OR THE CANCELLATION OF YOUR SUBSCRIPTION OR THESE TERMS;
- b) OUR DECISION TO NO LONGER PROVIDE SPACE FOR BUSINESS, ECONOMIC, LEGAL OR REGULATORY REASONS;
- c) HAVING MADE SPACE AVAILABLE TO YOU OR A MEMBER;
- d) ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF SPACE OR A PART OF SPACE FOR ANY REASON, INCLUDING AS A RESULT OF POWER OUTAGES, SYSTEM FAILURES, OR OTHER INTERRUPTIONS;
- e) THE COST OF PROVIDING A SUBSTITUTE FOR SPACE;
- f) ANY INVESTMENTS, EXPENSES, OR COMMITMENTS THAT YOU OR A MEMBER MAKE RELATING TO THESE TERMS OR YOUR ACCESS TO OR USE OF SPACE; OR
- g) ANY UNAUTHORIZED ACCESS TO, MODIFICATION OR DELETION, DESTRUCTION, DAMAGE, LOSS, OR FAILURE TO STORE ANY OF YOUR CONTENT.

(MAXIMUM LIABILITY) OUR MAXIMUM, OVERALL (“AGGREGATE”) LIABILITY RELATING TO THESE TERMS IS LIMITED TO THE AMOUNT THAT YOU ACTUALLY PAID TO US FOR SPACE AND RESOURCES 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.

#### **15. Temporary Suspension**

We can immediately suspend Your or any of Your Members’ right to use Space, or any part of Space, as soon as We let You know (“give notice”) that We have a good reason to (“reasonably”) believe that:

- a) Threats - Your use of Space might adversely impact, or pose a security, privacy or legal risk to JetBrains, Space, or any other person (“third party”). This also applies to Your Members’ use of Space;
- b) Failure to pay - You do not comply with the payment obligations in these Terms (see the “Fees and Payment” Section);
- c) 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
- d) Breach of Terms - You breach these Terms or applicable law.

## 16. Term and Termination

### a) Term

These Terms start (“have effect”) when You click the “I Accept” button or provide similar consent to (“be bound by”) these Terms. These Terms continue until they are ended (“terminated”) either by You or Us (“End Date”) as described in these Terms.

### b) Ending this agreement

Either You or We can terminate these Terms if the other party breaches them. You must let the other party (“give notice”) know that it has breached these Terms and, if these breaches are not resolved within 30 days, these Terms will end. If You end these Terms according to this Section, We are not required to refund You any prepaid fees for the period that would be Your Subscription Period, after the date these Terms were ended.

If We end these Terms according to this Section, You will pay Us any unpaid fees that You have to pay for the period that would be Your Subscription Period, after the date these Terms were ended.

### c) Termination by us

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

- i) You have materially breached or abused any part of these Terms and have not remedied this in 3 consecutive days after We let You know;
- ii) We will no longer provide Space, due to any business, economic, legal, or regulatory reason; or
- iii) You are the holder of a Free Subscription and all Your Members are Inactive Members for 3 consecutive months.

If We end these Terms according to the Section 16(c)(i) above, You will pay Us any unpaid fees that You have to pay for the period that would be Your Subscription Period, after the date these Terms were ended.

### d) Your Content at Termination

If You or any of Your Active Members stop using Space for any reason, We will store Your Content and make it available to You for export (download) only for a certain period of time. Your Content will be available for 6 months and 2 weeks after You or any of Your Active Members stop using Space. You understand that after these time periods, Your Content will be deleted.

You understand that there is no feature in Space that allows You to export all Your Content directly from Space; You will need to do this through the application programming interface (API).

We reserve the right to remove Your Content from Space in the event that Your Content exceeds the amount of Resources associated with Your Subscription Plan.

You also understand that We will not have any responsibility to store Your Content or make it available to You and, unless We are legally prevented from doing so, We can remove Your Content from Space. We will let You know about any planned deletion of Your Content. We will use commercially reasonable efforts to keep a backup of Your Content for 1 month after it is deleted. You understand that it will not be possible to restore Your deleted Content after the backup is deleted.

### e) Manual deletion

You can request the manual deletion of Your Content currently stored by Us by sending a request to the [privacy@jetbrains.com](mailto:privacy@jetbrains.com) email address. JetBrains will use commercially reasonable efforts to keep an automatic backup of Your deleted Content deleted for 1 month after deletion. However, We will also delete the backup of Your deleted Content if You request Us to do so.

## 17. Marketing

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

## 18. Notices

If You are required under these Terms to notify Us (“give notice”) of anything, You may do so:

- a) 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;
- b) by courier delivery of a letter marked for the attention of the “Legal Department” at the physical address on the JetBrains Website. Any time period starts 5 consecutive days from when You send the letter; and
- c) by registered post, marked for the attention of the “Legal Department” at the address on the JetBrains Website. Any time period starts 10 consecutive days from when You send the letter.

If We are required under these Terms to notify You (“give notice”) of anything, We may do so:

- d) by posting the information on the JetBrains Website. Any time period starts on the day specified on the JetBrains Website;
- e) 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.

## 19. General Provisions

### a) This Agreement and its Parties

The JetBrains Privacy Policy, the JetBrains Conditions of Purchase and JetBrains Team Tools Acceptable Use Policy are part of (“incorporated into”) these Terms. Together, these documents form the entire agreement and replace any previous agreement between You and Us in relation to its subject matter. Except as expressly mentioned, these Terms do not apply or give rights to anyone else (“no third-party beneficiaries”).

### b) Organization User Agreements

You can require members to accept Your Organization’s user agreement. By activating the ‘User Agreements’ feature in Space, You can request Your Members to accept a user agreement between You and a Member (“**Organization User Agreement**”), which must comply with applicable law, be consistent with these Terms and the Documentation. Any part of Your Organization User Agreement that is illegal or inconsistent with these Terms, the Team Tools End-User Agreement, or any Documentation will not apply and You are responsible for the Content, correctness, and all other aspects of Your Organization User Agreement. You also understand that any records relating to Your Organization User Agreement are provided for convenience only and are subject to Our Data Retention Policy.

### c) Governing Law and Disputes

These Terms are governed by the laws of the Czech Republic, without regard to conflict of laws principles. You agree that any litigation relating to these Terms may only be brought in, and will be subject to the jurisdiction of, any competent court of the Czech Republic. The United Nations Convention on Contracts for the International Sale of

Goods does not apply to these Terms. Notwithstanding this, You agree that JetBrains shall still be allowed to apply (A) for payment orders (or otherwise enforce payment for Space provided under the Terms) in the jurisdiction in which You have Your registered seat or principal place of business, and (B) for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

If there is a disagreement (“dispute”) regarding these Terms, You and JetBrains will each do Your best (“use best efforts”) to settle the disagreement in a respectful, constructive, and non-litigious way. Should the parties fail to settle a dispute amicably, all disputes arising from the present Terms and/or in connection with it shall be finally decided with the Arbitration Court attached to the Czech Chamber of Commerce and the Agricultural Chamber of the Czech Republic according to its Rules by three arbitrators in accordance with the Rules of that Arbitration Court.

#### **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”, labour 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 interpretation of these Terms. Any references to 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**

We can update or modify these Terms at any time by posting a revised version to the JetBrains Website. The modified Terms will start (“be effective”) on the date they are posted on the JetBrains Website. By continuing to use Space after the effective date, You agree to be bound by the modified Terms. It is Your responsibility to check the JetBrains Website regularly for any changes to these Terms.

#### **i) Relationship**

Your relationship with JetBrains is that of a customer and vendor (“independent parties”). These Terms do not create a partnership, franchise, joint venture, agency, fiduciary, employment, or any other type of relationship.

## **20. Important notices**

### **a) Adhesion Contracts**

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

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

**b) Children and Minors**

If You are younger than 18 years old, You cannot agree to these Terms or use Space. By agreeing to these Terms You are confirming that:

- either You have legal capacity to enter into these Terms, or You have valid consent from a parent or legal guardian to do so; and
- You understand the JetBrains Privacy Policy.

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.

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