Space (Cloud) Terms of Service

Version 2.0, effective as of November 28th, 2023

Welcome to JetBrains Space!

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

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

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

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

1. Introduction

These JetBrains Space Terms of Service ("**Terms**") describe how You can access, purchase, and use 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 1718/8, Prague, 14000, Czech Republic ("**JetBrains**", "**We**", or "**Us**") and (ii) You, either a legal entity or a natural person ("**Customer**" or "**You**"). JetBrains and Customer may each also be referred to individually as a "**Party**" or jointly as the "**Parties**".

If You accept these Terms on behalf of a legal entity, You confirm ('represent and warrant') that You are authorized to enter into agreements on behalf of that legal entity. If these Terms are accepted using an email address provided by a legal entity, We will regard ('deem') You as authorized to represent that legal entity. You must be able to enter into contracts ('have capacity').

Summary: Accepting these Terms creates a legal agreement between You and JetBrains. There are legal implications to accepting these Terms.

2. Definitions

a) Special legal phrases

There are certain phrases that have an accepted meaning for lawyers. To ensure these Terms are clear and accessible, We have included the accepted 'legal' phrase in parentheses after the word to show that We intend it to have the accepted 'legal' meaning.

b) Definitions

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

"**Active User**" means a paid User who, during any period of 14 consecutive days, has completed at least one intentional action in Space in any Client App. A User who has completed no intentional actions in Space in any Client App during such a period of 14 consecutive days stops being calculated as Active User starting from the next calendar day following the expiry of this period and running until the day when such User makes their next intentional action in Space. 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.

"**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.

"**Application**" means either a JetBrains or third-party software application designed to be used in Space and available on the JetBrains Plugin Marketplace or on other third-party platforms.

"**Client App**" means a browser, supported desktop applications (MacOS, Windows, and Linux), mobile environment (iOS, Android), or supported JetBrains IDEs or API in which Users can use Space.

"**Confirmation**" means an email confirming Your rights to use Space and containing important information about Your Subscription Plan, including, but not limited to, the Subscription Period, the number of Users, the price of Your Subscription, and the number of Resources that You are entitled to, as well as important payment information and the number of searchable messages and information about application integrations You can use.

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

"**Documentation**" means the latest versions of all online Space technical documentation available at https://www.jetbrains.com/help/space/getting-started.html and any other relevant policy that applies to Space published on the JetBrains Website.

"**General Credits**" means non-refundable units that can be allocated for the usage of various Resources in Space, as described on the JetBrains Website and in these Terms.

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

"**JetBrains Website**" means the Space website at https://www.jetbrains.com/space and any other website operated by Us.

"**Resources**" means computation credits, data transfer allowances, gigabytes of storage, and any other resource made available to You by JetBrains in Space. The Resources available to You are tied to Your Subscription Plan and change with it accordingly. That means You will receive different quantities of Resources when Your Subscription Plan changes.

"**Space**" means the JetBrains product known as JetBrains Space. Space includes (a) a hosted service known as JetBrains Space; (b) all downloadable parts of Space that are provided by JetBrains in binary form (if any); (c) the Documentation; (d) updates of Space; and (e) any incorporated Third-Party Software.

"**Subscription**" means Your right to use Space in connection with features corresponding to Your Subscription Plan.

"**Subscription Period**" means the Subscription period described in Your Confirmation.

"**Subscription Plan**" means a subscription plan detailed in Your Confirmation and the specific features associated with it, as described on the JetBrains Website and/or in the Documentation. If the description of Your Subscription Plan in Your Confirmation is different from the description on the JetBrains Website or in the Documentation, the description in Your Confirmation takes precedence.

"**Third-Party Software**" means any third-party software program that is owned or licensed by someone other than Us and is described on the JetBrains Website.

"**User**" means a person who is authorized by You to use Space and who has Your permission to access and use Space under Your Subscription. Different types of Users have different rights to use Space and may be either paid or free. For more details about different types of Users, see the Documentation and JetBrains Website.

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

3. Subscription, Rights, and Responsibilities

a) Subscription

i) *Subscription Plan* – In order to use Space, You must have a Subscription (either a free or paid Subscription Plan). Your Subscription gives You and any of Your Users the ability to use Space in accordance with the limits described in Your Subscription Plan. Depending on Your Subscription Plan, You will have access to different features, and You will be subject to certain limits. These features and limits are described on the JetBrains Website. The most important limits include the number of Users, the total amount of data You and Your Users can transfer per month by uploading or downloading Data to and from Space, the total number of gigabytes of storage available to You and Your Users for use in Space, the number of Applications and/or integrations or the number of computation credits that You may utilize. When You sign up for Space, by default, You will have the free Subscription Plan with limited features and Resources, but You may upgrade it to one of the paid Subscription Plans as stated in the following Section. If the Subscription Plan, as outlined in the Subscription Confirmation, does not meet Your needs, You may also adjust it as outlined in Section 6 of these Terms. The new Subscription parameters shall become effective immediately upon confirmation from JetBrains.

ii) *Upgrading Subscription Plan* – You can change Your Subscription Plan to another type of Subscription Plan with more Resources ("**Upgrade**") at any time. When Upgrading, Your Subscription Period will be set to an annual Subscription Period by default and will include a starting number of Users. You can manually set Your Paid Subscription from an annual to a monthly Subscription Period. The number of Users that You start Your Upgraded Subscription Plan with is based on the number of Active Users when You Upgrade Your Subscription.

iii) *Downgrading Subscription Plan* – You can change Your Subscription Plan to another type of Subscription Plan with fewer Resources ("**Downgrade**") at any time. If You Downgrade from a paid Subscription Plan to a free Subscription Plan, We will refund You the unused portion of prepaid Subscription fee (including any additional Users or Resources) in the form of General Credits. If You Downgrade from one type of Paid Subscription Plan to another, We will refund You the difference in price between the Subscription Plans as General Credits.

iv) *Start and End of the Subscription Period* – You choose when Your paid Subscription Plan starts. The start date impacts the duration of Your initial Subscription Period. If the Subscription Period of Your paid Subscription Plan starts between the first and the fifth day of a calendar month:

- Monthly Subscriptions – Your Subscription Period ends on the last day of the same calendar month in which it started;
- Annual Subscriptions – Your Subscription Period ends on the last day of the previous calendar month in the following year.

If Your Subscription Period starts on the sixth day or later of a calendar month:

- Monthly Subscriptions – Your Subscription Period ends on the last day of the following calendar month;
- Annual Subscriptions – Your Subscription Period ends on the last day of the previous calendar month in the following year.

For initial Subscription Periods, the Subscription fees (if applicable) will be adjusted on a pro-rata basis, and You will be billed for the full duration of the Subscription term, which may differ from the actual calendar month or calendar year as described above.

v) *Automatic Renewals* – Unless You expressly opt out, Your Subscription and the Subscription Period renew automatically. 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 JetBrains Account at any time.

vi) *Trial Subscription* – You may be eligible for an evaluation Subscription ("**Trial Subscription**"), as described in Space, the Documentation, or on the JetBrains Website. The Trial Subscription is free and must be used only to assess whether one of the paid Subscription Plans suits Your needs. You are eligible for one Trial Subscription. Trial Subscription allows You to test features of the chosen paid Subscription Plan, but the number of Your Resources will not be increased during the trial. When the Trial Subscription ends, You will be downgraded to the Subscription Plan that You had before the trial Subscription began, including any additional Users or Resources that You previously purchased.

Summary: Please pay attention to the time period during which You are entitled to use Space, its auto-renewal subscription model, and the number of Users and other Resources You have purchased. If You need to add more Resources, please do so in Your configuration, or let Us know.

b) Right to use Space

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

c) Your responsibilities

You are responsible for:

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

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

iii) *Acceptable use* – using Space in accordance with the Documentation, Your Subscription, and the JetBrains Products Acceptable Use Policy, which is available at https://www.jetbrains.com/legal/docs/terms/acceptable-use-policy/ ("**Acceptable Use Policy**");

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

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

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

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

d) Restrictions

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

i) *Interfere* – reverse-engineer, disassemble, or decompile all or part of Space, or try to derive the source code of Space in any way, unless applicable law allows it;

ii) *Steal* – modify all or part of the Space binaries, or modify, alter, tamper with, repair, or otherwise create derivative works of Space, unless We give You express permission;

iii) *Cheat* – use, or try to use, Space in a way that avoids incurring fees as specified in Section 6;

iv) *Transmit illegal Data* – 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 that breaches the privacy or intellectual property rights of anyone else ('third-party'). We have ('reserve') the right, but not the responsibility, to reject or remove any Data, suspend or ban any User, or close any User account that We believe ('in Our sole discretion') breaches these Terms, any other legal agreement with Us, or Our policies, or is otherwise illegal;

v) *Facilitate unauthorized access* – allow unauthorized access to Space, unless expressly permitted by these Terms;

vi) *Resell or distribute* – resell or otherwise provide Space or access to Space to any third party, except if We give You express permission; and

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

More details are included in the JetBrains Products Acceptable Use Policy made available at https://www.jetbrains.com/legal/docs/terms/acceptable-use-policy/.

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

e) Our responsibilities

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

We will protect any Data that You upload from unauthorized use by, access by, or disclosure to third parties. We will exercise commercially reasonable efforts to protect it in the same way ('manner') that We protect Our own comparable content and no less than with a reasonable standard of care.

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

4. Intellectual Property Rights and Ownership

a) We own Space

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

b) You own Your Data

You own Your Data submitted to or created by You in Space and keep all proprietary rights, including intellectual property rights. You will only submit or allow the submission of Data, 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 Data. This means that if Your Data is licensed or copyrighted by a third party, You must make sure You have the right to submit this Data to Space and that You comply with the relevant license terms. You also indemnify Us from any liability relating to this Data (see the "Indemnification" Section).

c) Feedback

You give Us the right to use, change ('modify'), commercialize, and incorporate into Space any of Your ideas, suggestions, recommendations, proposals, or other feedback relating to Space. You cannot withdraw this permission after

it is given (it is 'irrevocable') and it is perpetual. We are not required to pay a fee for this feedback (it is 'royalty-free'), and We can transfer and give similar rights ('sublicense') to Your feedback to anyone else worldwide.

d) Third-Party Software

You understand that Space 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, which are available here: https://www.jetbrains.com/legal/third-party-software. Nothing in these Terms limits Your right to use Third-Party Software under those applicable terms and conditions.

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

5. Access and Your Data

a) Access control

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

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

i) *To provide You with Space service* – We can access and utilize Your Data for the purpose of providing You with the Space service and other information to Users;

ii) *For security reasons* – We can access Your Data if We have a good reason to ('reasonably') believe this access is required to maintain the ongoing confidentiality, integrity, availability, performance, and resilience of Our systems and Space;

iii) *For support reasons* – If You request support, You can grant Us permission to access Your Data to carry out the support task, though You can revoke these permissions at any time; and

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

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

b) Permission to handle Your Data

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

If the Data 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 herein or the standalone permission will apply, whichever has the broader scope.

i) *Permission that You grant to Us*

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

ii) *Permission that You grant to Users*

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

c) Manual deletion

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

Summary: Any Data created by You is Yours. You have control over Your Data, as well as responsibility for it. However, You grant Us certain rights with respect to this Data so that We can provide Space and all its features to You. We have the right to remove Data or close User Accounts if We need to.

6. Fees and Payments

a) Subscription fees

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

b) Subscription billing

You will be billed either monthly or annually depending on Your Subscription Plan, Subscription Period, and Your chosen payment method ("**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 paid Users who can use Space during every month of the Billing Period and for any Resources that are included in Your Subscription Plan and described in Your Confirmation.

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 for the number of paid Users that can use Space during the given Subscription Period and for any Resources that are included in Your Subscription Plan and described in Your Confirmation. 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 Users at the time of Your renewal.

iv) *Refunds for inactive Users* – if You have a Paid Subscription, and any of Your Active Users become inactive during the Subscription Period, We will refund part of Your Subscription fee. The refund will be calculated based on the difference between the number of days in the given Billing Period for which You paid for the Users and the number

of days during the given Billing Period where these Users were actually Active Users. Refunds are only available as General Credits, which We will assign to You no later than at the beginning of the month immediately following the one in which You became entitled to the refund (see the "Credits" Section). This General Credits refund will be credited for each month provided that at least one User was inactive in the given month and was not replaced by another User.

If You deactivate a User's Account, We will regard that User as not being an Active User and You will be entitled to a refund for the rest of the Subscription Period as long as the number of Your Users has not decreased below the minimum number of Users applicable under Your Subscription Plan. This will be a pro-rata refund for the period beginning on the day the User Account was deactivated and ending on the final day of the Subscription Period.

If an inactive User becomes active again, You will be charged for the period beginning when the User became active once more and ending on the final day of the relevant Subscription Period. If You have any General Credits available, these will be automatically debited. If, however, You don't have any General Credits available, We will charge Your Payment Card or bill You via EFT.

v) *Change Billing Period* – You can change Your Billing Period from monthly to annual at any time, and this change will become effective no later than 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 month following the then-current Billing Period.

c) Overdraft

You can choose to enable the Overdraft feature, which will give You the possibility to use Space with more Users or Resources than You initially bought (i.e., those described in Your Confirmation) during the Subscription Period. If You enable the Overdraft feature, You will be able to use additional Users or Resources up to the limits permitted by the Overdraft feature ("**Overdraft Limit**"). Your Overdraft Limit is decided by Us based on:

- the number of Your average Active Users (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 the additional Users and Resources immediately. Then, after You pay this invoice, the Overdraft Limit will be reset. You can also pay any fees for additional Users and Resources at any time. All fees in respect of 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.

d) Paid General Credits

Space allows You to buy General Credits that can be used in Space to purchase Resources or additional Users. The type and quantities of Resources that You can purchase with General Credits is described in Your JetBrains Account. The exchange rate of all Resources can be found in Your JetBrains Account.

You understand that General Credits can only be issued by JetBrains. General Credits are not real money, 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 Users.

Neither General Credits nor other Resources are refundable. General Credits will expire if these Terms are terminated (see the "Term and Termination" Section).

e) Purchasing directly or through authorized resellers and distributors

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

f) Payments

i) *Payment terms* – Unless We agreed to specific payment or billing terms in these Terms, fees according to these Terms must be paid by You in accordance with the JetBrains Terms and Conditions of Purchase (available at www.jetbrains.com/legal/docs/store/terms/) or in accordance with the terms provided to You by Your authorized JetBrains reseller or distributor, whichever are applicable;

ii) *Set-off* – You cannot deduct or set off any amount from the fees that You have to pay Us, even if We owe You an amount or You believe We owe You an amount ('counterclaim'); and

iii) *Taxes* – All Subscription fees, and other amounts relating to Space, exclude any and all applicable taxes and similar fees (except taxes based solely on Our income) now in force or that may be imposed in the future on the provision of Space. You are responsible for all taxes, levies, and duties, such as value-added tax ('VAT'), sales tax, and withholding tax, that apply in Your country. You have to pay these in addition to the fees payable to Us.

g) Resolution of late payments

To continue using Space without interruption, You must make sure that You pay all the relevant fees on time. If You do not, We can:

i) limit Your Users' access to Space or any of its features;

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

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

You will reimburse Us for any additional costs that We incur in collecting late payments or that result from a breach of this Section. There will be no refunds of prepaid services in the event of termination or suspension, and We can charge You during the suspension period.

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

7. Support

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

You can request Support by submitting a Support ticket at any time. We will try to respond to Your request in a reasonable timeframe. 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 You, and that allows You to use Space, by giving Us the appropriate permissions in the Support settings of Your JetBrains Account. To withdraw this permission, You must change these settings.

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

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

8. Applications, Integrations, and Organization User Agreements

a) Space Applications

You can access free and paid Applications from the JetBrains Plugin Marketplace and use them in 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 Application. If an 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 any 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 may integrate with are described in Your JetBrains Account and can change at any time.

c) Organization User Agreements

You can require users to accept Your user agreement. By activating the "User Agreements" feature in Space, You can request Your Users to accept a user agreement between You and a User ("**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 other Documentation will not apply, and You are responsible for the Data, 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.

9. Indemnification

a) Indemnity

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

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

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

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

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

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

b) Indemnity claims

We will quickly ('promptly') let You know if someone makes a Claim. If We fail to let You know quickly, then that failure will only affect Your obligation to indemnify Us to the extent that Our failure to inform You quickly adversely

affected Your ability to defend Us against the Claim. When You are defending Us against the Claim, You can choose Your own lawyer, with Our written permission. If You have Our written permission, You can resolve ('settle') the Claim as You decide ('at Your discretion'). However, We can take full control of Your defense and settlement at any time.

10. IMPORTANT – YOUR RISK AND OUR DISCLAIMERS

(**RISK**) SPACE AND ANY SPACE SUPPORT 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.

11. IMPORTANT – LIMITATION OF OUR LIABILITY

(**TYPES OF DAMAGES**) WE WILL NOT BE LIABLE TO YOU OR ANY OF YOUR USERS FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES. THIS INCLUDES DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR DATA, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(**CIRCUMSTANCES OF LOSS**) WE WILL NOT BE LIABLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH:

a) YOUR, OR YOUR USERS', 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) YOUR HAVING MADE SPACE AVAILABLE TO YOUR USERS;

d) YOUR USE OF SPACE BEING CONTRARY TO OR INCONSISTENT WITH THE DOCUMENTATION;

e) THE COST OF PROVIDING A SUBSTITUTE FOR SPACE;

f) ANY UNANTICIPATED OR UNSCHEDULED UNAVAILABILITY OF SPACE OR A PART OF IT FOR ANY REASON, INCLUDING AS A RESULT OF POWER OUTAGES, SYSTEM FAILURES, OR OTHER INTERRUPTIONS;

g) ANY INVESTMENTS, EXPENSES, OR COMMITMENTS THAT YOU OR A USER MAKE RELATING TO THESE TERMS OR YOUR ACCESS TO OR USE OF SPACE; OR

h) ANY MODIFICATION, DELETION, DESTRUCTION, DAMAGE, LOSS, OR FAILURE TO STORE ANY OF YOUR DATA CAUSED BY YOU OR YOUR USERS.

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

12. Temporary Suspension

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

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

ii) *Financial distress* – You have stopped operating in the usual course of business, have transferred ('assigned') Your assets for the benefit of creditors or made a similar arrangement, or are undergoing bankruptcy, reorganization, liquidation, dissolution, or a similar proceeding; or

iii) *Breach of terms* – You or Your Users breached these Terms, applicable law, Our policies, or someone else's rights.

iv) *Failure to pay* – You do not comply with the payment obligations set out in these Terms.

We will make a reasonable effort to let You know of a suspension. Suspensions are temporary, but if the reasons for suspension are not resolved, We can end these Terms (see the 'Term and Termination' Section).

13. Term and Termination

a) Term

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

b) Termination by You

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

If You terminate these Terms according to this Section, We will provide a refund to You of any prepaid amount for the period that would have been Your Subscription Period after the date these Terms ended.

c) Termination by Us

We may terminate these Terms and Your Subscription if:

i) You materially breached these Terms and failed to remedy the breach within thirty (30) days of written notice;

ii) You fail to make timely payment of Subscription fees in accordance with Section 6 of these Terms;

iii) We are required to do so by law (for example, where the provision of Space to You is, or becomes, unlawful);

iv) We elect to discontinue providing Space, in whole or in part; or

v) You have a free Subscription Plan and none of Your Users logged in for at least 3 calendar months in a row.

We will make a reasonable effort to notify You via email (to the email address of the billing or technical contact provided by You) thirty (30) days prior to termination of these Terms in the events specified in Sections 13(c)(iii) and 13(c)(iv) above, in which case You will be entitled to a refund of the unused portion of prepaid Subscription fees, if applicable.

In the event of termination for cause specified in Section 13(c)(ii) or 13(c)(v), We will make reasonable efforts to notify You three (3) days prior to termination of these Terms. When these Terms are terminated according to these provisions, no refund is provided.

d) Effect of termination

Upon the expiration or termination of these Terms, Your Subscription will be terminated and You will have no further rights to use Space; however, Sections 4(c), 4(d), 6, 9, 10, 11, 14, and 17 of these Terms will remain in effect.

e) Your Data at Termination

If You or any of Your Active Users stop using Space for any reason, We will store Your Data and make it available to You for export (download) in accordance with the Documentation and Your Subscription Plan. Your Data will be available for six (6) months and two (2) weeks after You or any of Your Active Users stop using Space. You understand that after this time period, Your Data will be permanently deleted.

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

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

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

14. Marketing

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

15. Notices

a) Notices by You

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

i) by sending an email to legal@jetbrains.com. Any time period starts on the next business day after You send the email;

ii) by courier delivery of a letter marked for the attention of the 'Legal Department' at the physical address published on the JetBrains Website. Any time period starts five (5) business days from when You send the letter; and

iii) by registered post, marked for the attention of the Legal Department at the address displayed on the JetBrains Website. Any time period starts ten (10) business days from when You send the letter.

b) Notices by Us

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

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

ii) by sending an email to the email address that Your Confirmation was sent to. Any time period starts on the next business day after We send the email.

It is Your responsibility to check the JetBrains Website for any changes and make sure that Your email address is up to date in Our records.

16. Export Control Laws

You must comply with all applicable laws and regulations relating to export restrictive measures, economic sanctions, export controls, import regulations, and trade embargoes, including those maintained by the European Union and the United States of America ("**Export Control Laws**"). You confirm ('represent and warrant') that You are not an entity, nor are You owned, controlled, or otherwise related to a person or entity, or acting on behalf of any person or entity, that is targeted by Export Control Laws.

This means that You will ensure that Space, related services, and/or technical data is not (i) accessed, downloaded, transferred, provided, exported, or re-exported directly or indirectly in violation of Export Control Laws; or (ii) used for any purpose prohibited by Export Control Laws.

You are also expected to report any concerns of non-compliance with these requirements and address any questions to ethics@jetbrains.com, compliance@jetbrains.com, or legal@jetbrains.com. In addition, You are required to cooperate with Us in Our efforts to verify Our and Your compliance with Export Control Laws.

17. General Provisions

a) These Terms and their Parties

These Terms together with the order accepted by Us form the entire agreement and replace any previous agreement between You and Us in relation to its subject matter. By accepting these Terms, You agree to use and ensure that Your Users will use the Space in accordance with the JetBrains Products Acceptable Use Policy, available at https://www.jetbrains.com/legal/docs/terms/acceptable-use-policy/ and the JetBrains Team Tools User Agreement, available at https://www.jetbrains.com/legal/docs/agreements/teamware.html. Except as expressly mentioned, these Terms do not apply or give rights to anyone else ('no third-party beneficiaries').

b) Personal Data

Any information directly or indirectly identifying an individual or other data protected under an applicable law as personal data ("**Personal Data**"), that We will process on Your behalf in connection with these Terms, will be processed in accordance with the Data Processing Addendum at https://www.jetbrains.com/legal/dpa which is a part of ('incorporated into') these Terms. We may also process some of Your Personal Data in connection with these Terms in Our capacity as a data controller in accordance with Our Privacy Notice at https://www.jetbrains.com/legal/docs/privacy/privacy.

c) Governing law and disputes

These terms are governed by the laws of the Czech Republic, without reference to conflict of laws principles, and specifically excluding the United Nations Convention on Contracts for the International Sale of Goods. The Parties to these Terms undertake to use the best commercial efforts to amicably settle any disputes arising hereunder ("**Dispute**").

Should the Parties to these Terms fail to settle a Dispute amicably, the Dispute will be excluded from the jurisdiction of general courts and all such Disputes will be finally decided by the Arbitration Court attached to the Czech Chamber of Commerce and the Agricultural Chamber of the Czech Republic by three (3) arbitrators in accordance with the Rules of that Arbitration Court, and the language of the proceedings will be English.

Notwithstanding this, You agree that We will still be allowed to apply (i) for payment orders (or otherwise enforce payment for Space provided under these Terms) in the jurisdiction in which You have Your registered seat or principal place of business, and (ii) for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

d) Force Majeure

We will not be responsible ('liable') for any delay or failure to perform any obligation under these Terms where the delay or failure results from any cause beyond Our reasonable control. This includes any 'acts of God', labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, public health emergencies, earthquakes, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

e) Severability

If a court finds that any part of, or word in, these Terms is not enforceable, that part or word will not affect the enforceability of the rest of these Terms.

f) Interpretation

Any heading, title, or paragraph summary is only for convenience and does not affect the interpretation of these Terms. Any instance of an inclusive word, such as 'including', is not comprehensive and refers to other items in that category. References to time or periods of time are determined in reference to Central European Time.

g) Waiver

Any waiver of Our rights under these Terms must be in writing and signed by Us.

h) Changes to Terms and policies

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

i) Displaying them to You in Space;

ii) Displaying them in Your JetBrains Account; or

iii) Sending the updated version to the email address used in Your JetBrains Account.

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

We respect that You may not agree to the updated Terms. If that is the case, You can terminate Your Subscription at any time up to thirty (30) days after the effective date of the updated Terms. Termination according to this Section entitles You to a pro-rata refund of the pre-paid unused Subscription fees.

i) Relationship

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

j) Contract review

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

i) You have had sufficient opportunity to read, review, and consider these Terms;

ii) You understand the content of each paragraph of these Terms; and

iii) You have had sufficient opportunity to seek independent professional legal advice.

This means that, to the extent permitted by applicable law, any statutory provisions relating to so-called 'form' or 'adhesion' contracts do not apply to these Terms.

k) Reservation of rights

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

l) Children and minors

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

i) You have the legal capacity to enter into these Terms, or, if You are between the age of 13 and 18, You have valid consent from a parent or legal guardian to do so; and

ii) You understand the JetBrains Privacy Notice, available at https://www.jetbrains.com/legal/docs/privacy/privacy.html.

IF YOU DO NOT UNDERSTAND THIS SECTION, DO NOT UNDERSTAND THE JETBRAINS Privacy Notice, OR DO NOT KNOW WHETHER YOU HAVE THE LEGAL CAPACITY TO ACCEPT THESE TERMS, PLEASE ASK YOUR PARENT OR LEGAL GUARDIAN FOR HELP.

If You have any questions about these Terms, please contact Us at legal@jetbrains.com.

Enterprise Plan Annex

1. Enterprise Plan Support

If You purchased Enterprise Plan, the terms stated in this Enterprise Plan Annex shall apply between You and Us as a part of the Terms. This Enterprise Plan Annex is not applicable for other Subscription Plans.

JetBrains will provide each Enterprise Customer monthly Uptime and will also offer premium Enterprise Support. If JetBrains falls short of its commitments, You as an Enterprise Customer will be entitled to compensation in the form of General Credits. JetBrains also includes additional perks ('legal protections') in this document that are available exclusively to Enterprise Customers, including Enterprise Warranty, IP Indemnification, and other benefits.

The Uptime and Enterprise Support might be impacted by Downtimes and other limitations ('exclusions'). As We agree on these exclusions with You prior to subscription, We will not be responsible for them. We will make a commercially reasonable effort to prevent interruptions from occurring.

2. Definitions

Term	Definition
Downtime	a period of time during which Space is unavailable.

Excluded Downtime	general Space performance issues where Uptime cannot be reasonably guaranteed and which include (‘including, but not limited to’) • scheduled Downtime; • failures of Your network, including failures or delays contributed to by an internet service provider; • issues that are caused by Third-Party Software; • applications or Space features identified as early access, alpha, beta, test, or similar; • failures attributable to Your equipment, services, technology, or Content; or • any Space unavailability caused by circumstances beyond JetBrains’ reasonable control (‘Force Majeure’).
Enterprise Support	the Support Subscription Plan applicable to Enterprise Customers as guaranteed by the Enterprise Terms.
FRT	First Response Time, the time it takes Us to respond to a query submitted by You.
NRT	Next Reply Time, the time it takes Us to provide You with a next reply following FRT.
Scheduled Downtime	the time when Space is offline and/or unavailable, where We gave You at least forty-eight (48) hours prior notice.
SLA	Support Level Agreement, JetBrains’ commitment to respond to issues in Space reported by Enterprise Customer as detailed below.
Uptime	the percentage of total time when Space was made available to You in line with the Enterprise Terms and the Agreement in the then-current Subscription Period.

3. Service Levels

Subject to Your compliance with the Terms, We will do Our ‘commercially reasonable’ best to make Space available to You at an Uptime of 99.9% or higher.

The Uptime is determined solely by JetBrains and its monitoring systems and is calculated without Excluded Downtime.

4. Enterprise Support

Your Subscription Plan includes Enterprise Support with the SLA parameters listed below in descending order of Priority. Do not hesitate to contact Us via the JetBrains Website if You need any help. JetBrains also provides a dedicated **success manager and account manager** as part of Enterprise Support to assist You and provide direct phone support.

We provide Enterprise Support non-stop (24/7/365).

SLA Priority	Description
Urgent	A business-critical component of Space is inoperable, unavailable, or Space is down. An immediate workaround or so

High	Issues are negatively impacting production operations, but the production system is not down; Space is operational, b
Normal	A non-production issue wherein the majority of functions are still usable. This is a limited condition that can be readi
Low	Issue or question that does not affect product functionality, and can be readily circumvented.Examples: “How to” que

Enterprise Support may also be impacted by Excluded Downtime, and JetBrains reserves the right to determine SLA Priority.

5. SLA and Support Failures

Remedies. Should We fall short of Our commitments under these Enterprise Terms, We will compensate You with General Credits. General Credits will be allocated as follows:

- **Uptime commitment** – for each User impacted by the Downtime, You will be entitled to receive General Credits calculated as equivalent to the amount of the pro-rata fees the User account paid during the Downtime. Excluded Downtime is not taken into consideration for General Credits remedy calculation; or
- **Enterprise Support SLA** – for every ten (10) SLA breaches, You will be entitled to receive General Credits in the amount equivalent to 0.1% of the fees You paid in the respective Subscription Period.

Allocation. General Credits are automatically assigned to Your JetBrains Account and there is no need to apply or claim these General Credits. For more details regarding General Credits, please see the Terms.

You understand that the General Credits outlined in this paragraph are the only (‘sole and exclusive’) compensation for Our failure to meet Our Uptime and Enterprise Support SLA commitments in this Enterprise Plan Annex.

6. Enterprise warranty

Limited Enterprise Warranty. JetBrains warrants that: (i) Space will perform in material aspects in accordance with the Documentation; and (ii) We will not substantially decrease the functionality or overall security of Space during the applicable Subscription Period. JetBrains shall also make commercially reasonable efforts to: (i) keep Space free from malicious hidden files; and (ii) provide Enterprise Support in a professional manner by adequately trained staff.

The entire liability of JetBrains, its suppliers, and its service partners, including in respect of Enterprise Customers’ exclusive remedy under the Limited Enterprise Warranty, will be, at JetBrains’ discretion, to provide General Credits up to a maximum of the pro-rata fees paid. The warranties in this Section are void if the respective failure by JetBrains arose as a result of accident, abuse, or misapplication.

7. Enterprise Limitation of Liability

For an Enterprise Customer, Our MAXIMUM LIABILITY (Section 11 of the Terms) shall be up to the amount You actually paid for Space in the **12 months** before You claimed that We were liable.

8. Third-Party IP Indemnification

a) JetBrains’ IP Indemnification.

JetBrains will indemnify, hold harmless, and defend You from any third-party losses, damages, costs (including reasonable attorney’s fees), or expenses (all “**Damages**”) directly related to any court action brought against You alleging that Your use of Space infringes any copyright or patent, provided that You:

(i) notify JetBrains in writing of any such action brought against You within 30 days of a claim being filed;

(ii) make no admission of liability and give JetBrains sole discretion and authority for the defense or settlement of the action;

(iii) provide JetBrains with the timely assistance, information, and sole and complete authority necessary to perform the above;

(iv) cease using Space immediately, if requested in writing by JetBrains; You agree that JetBrains will not be responsible for Damages incurred after You have received a request to cease all use of Space;

(v) were obliged to pay Damages by a court of competent jurisdiction and the claim that has been finally resolved; and

(vi) use Space within the scope of these Terms.

b) Indemnity Limitations.

JetBrains will have no liability for any claim of infringement based on:

(i) code contained within Space that was not created by JetBrains including, but not limited to, third party software;

(ii) any action that arises or results directly or indirectly from the Enterprise Customer's modification, misuse, or abuse of Space; or

(iii) the use of a superseded or altered release of the Product, if such infringement would have been avoided by the use of the current, unaltered release of Space;

c) Injunction.

In the event that Space is alleged (in JetBrains' reasonable opinion) or held by a court of competent jurisdiction to infringe a third party's intellectual property, or Enterprise Customer's use of Space is enjoined, or threatened by, an action by a third party for a breach of its intellectual property, JetBrains will have the option, at its expense, to:

(i) modify Space to cause it to become non-infringing;

(ii) obtain for JetBrains a license to continue offering Space to the Enterprise Customer;

(iii) substitute Space with another product or service; or

(iv) terminate the Subscription and refund any subscription fees paid for Space, less any subscription fees relating to the period prior to such claim being made.

d) Exclusion.

This Section states JetBrains' entire liability for Third-Party IP Indemnification.