

# Space On-Premises License Agreement

Version 1.1, effective as of March 23, 2023

Welcome to JetBrains Space On-Premises!

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

JETBRAINS SPACE ON-PREMISES REQUIRES A HEIGHTENED AWARENESS OF SECURITY-RELATED ISSUES, ESPECIALLY WHEN ENABLING GUEST MEMBER ACCESS TO YOUR CONTENT. PLEASE TAKE STOCK OF THE CHARACTERISTICS AND CAPABILITIES OF JETBRAINS SPACE ON-PREMISES BY READING THE DOCUMENTATION AND FAMILIARIZE YOURSELF WITH YOUR RESPONSIBILITIES AS SET OUT IN THIS AGREEMENT. PLEASE NOTE THE DISCLAIMERS AND LIMITATIONS OF LIABILITY BELOW IN SECTIONS 8 AND 9.

You understand that by accepting this Agreement (by clicking I agree or a similar button, or by accessing or using JetBrains Space On-Premises), you are entering into a legal agreement and consent to certain legal consequences for yourself or for your Organization.

By accepting this Agreement, you confirm that you understand it and agree to it.

## 1. Introduction

This JetBrains Space On-Premises License Agreement ("Agreement") describes how you can access, purchase, and use the on-premises version of JetBrains Space.

Accepting this Agreement 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", "us", or "we"), and (ii) yourself, that is either an organization, a sole trader, a one-person organization, or something similar ("you" or "Organization").

If you are accepting this Agreement 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 this Agreement is 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 this Agreement creates an important legal commitment between you and JetBrains. There are legal consequences to accepting these Terms.*

## 2. Definitions

### a) Special legal phrases

There are certain phrases that have an accepted meaning for lawyers. To ensure this Agreement is clear and accessible, we have included the accepted legal phrases in parentheses and single quotation marks after such words to show that we intend them to have their accepted legal meanings.

### b) Definitions

There are words or phrases in this Agreement that have particular meanings. When such a word or phrase is used for the first time, it is defined and capitalized. This Agreement also uses these definitions:

"**Application**" is either a JetBrains or Third-Party Software application that is designed to be used in Space and is available on JetBrains Marketplace or from third parties.

"**Confirmation**" means an email confirming your rights to use Space On-Premises and containing important information about your Subscription Plan, such as ('including, but not limited to') the Subscription Period, the price of

your Subscription, and the number of Members that you are entitled to, as well as important payment information and information about application integrations you can use.

“**Documentation**” means the latest versions of all online Space On-Premises technical documentation available at <https://www.jetbrains.com/help/space/getting-started.html>, as well as any other relevant Space policy available on the JetBrains Website that applies to you and any Members when using Space.

“**JetBrains Marketplace**” means the software, plugin, and application Marketplace operated by us at <https://plugins.jetbrains.com>.

“**JetBrains Website**” means the Space product website available at <https://www.jetbrains.com/space/> and any other website operated by JetBrains including (but not limited to) websites listed on the JetBrains Legal Information page available at <https://www.jetbrains.com/legal/>.

“**Member**” means a person who is authorized by you to access or use Space On-Premises under your Subscription.

“**Space On-Premises**” means the JetBrains product offering known as “JetBrains Space On-Premises”, which is offered as on-premises software and includes all downloadable parts of Space that are provided by JetBrains in binary form (if any), the Documentation, software updates, and all Third-Party Software.

“**Subscription**” means your right to use Space On-Premises according to this Agreement and the Documentation, subject to your Subscription Plan and Confirmation.

“**Subscription Period**” means the Subscription period described in your Confirmation.

“**Subscription Plan**” means a subscription plan detailed in your Confirmation and the specific features 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 will prevail.

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

“**Worker**” means a program, application, or piece of software running on your own host machine, including but not limited to a Virtual Machine (VM), Container, or physical server that performs functions requested by Space On-Premises as further specified in Documentation.

**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. Subscriptions, Rights, and Responsibilities

#### a) Subscriptions

i) *Subscriptions & Upgrading* – you need a Subscription to use Space On-Premises. You can change your Subscription Plan to one with more features (“**Upgrade**”) at any time. You can also increase the number of Members or Workers at any time.

ii) *Downgrading* – you can change your Subscription Plan to one with fewer features (“**Downgrade**”) at the end of your current Subscription Period. At the end of the Subscription Period of a paid Subscription, you will be able to Downgrade Space to a Free Subscription.

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

iv) *Trial Subscriptions* – you may be eligible for a free trial Subscription that must be used only to identify which Subscription Plan suits your needs and determine whether you wish to purchase a subscription (“**Trial Subscription**”). You can request a Trial Subscription once and, when the Trial Subscription ends, you need to choose between a paid Subscription, a Free Subscription, or no longer being able to use Space On-Premises. You can end the Trial

Subscription at any time by discontinuing use of Space On-Premises, as it has a feature that will disable the product automatically.

v) Free Subscription – you can use Space for free when you sign up for a Free Subscription Plan (“Free Subscription”). The Free Subscription Plan comes with limited features when compared to the paid Subscription Plan, and you cannot make use of features that allow you to exceed the limits described on the JetBrains Website.

**Summary:** *Please pay attention to the time period in which you are entitled to use Space, the fact that it renews automatically, and the number of Members and Workers you have purchased.*

#### **b) Right to use Space On-Premises**

As long as you comply with this Agreement and the Documentation, JetBrains hereby grants you a limited, world-wide, non-exclusive, non-transferable right to use Space On-Premises in line with your Subscription Plan and for the duration of your Subscription Period so that you may:

- i) install Space On-Premises and Workers;
- ii) use Space On-Premises and Workers;
- iii) create a limited number of Member accounts and allow these Members to use Space On-Premises and Workers; and
- iv) make backup copies of Space On-Premises and Workers for archival purposes.

#### **c) Your responsibilities when using Space On-Premises**

You are responsible for:

- i) *Members* – making sure that your Members do not breach this Agreement and that their use of Space On-Premises is rightful. If you become aware that a Member is breaching this Agreement, you must immediately discontinue that Member’s right to use your Space On-Premises instance;
- ii) *Permitted use* – configuring and using Space On-Premises according to this Agreement, the Documentation, and your Subscription Plan.

#### **d) Restrictions on using Space On-Premises**

You must not:

- i) *Interfere* – reverse-engineer, disassemble, or decompile Space On-Premises or try to derive the source code of Space On-Premises in any way;
- ii) *Steal* – modify, alter, tamper with, repair, or otherwise create derivative works of Space On-Premises;
- iii) *Cheat* – use, or try to use, Space On-Premises in a way that avoids incurring fees or exceeding the limits for your Subscription Plan, including, but not limited, tampering with Worker or Member records;
- iv) *Resell* – facilitate Space On-Premises or access to Space On-Premises to any third party;
- v) *Overuse* – use more Workers or admit more Members than permitted in your Confirmation or under your Subscription Plan, unless in accordance with the Overdraft feature (see the Overdraft Section).

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

**Summary:** *You can use Space On-Premises according to this Agreement. Do not breach the restrictions outlined above, as they are an important part of our mutual agreement.*

## 4. Intellectual Property Rights and Ownership

### a) We own Space On-Premises

We own, or have the right to use, all the proprietary and intellectual property rights to Space On-Premises 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 On-Premises are those that are necessary in order for you and your Members to access and use Space On-Premises in accordance with 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.

### c) Feedback

You give us the right to use, change ('modify'), commercialize, and incorporate into Space On-Premises any of your ideas, suggestions, recommendations, proposals, or other feedback relating to Space On-Premises that you decide to share with us. 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 On-Premises 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. A list of Third-Party Software included in each Product is available in Documentation and/or at <https://www.jetbrains.com/legal/third-party-software>.

**Summary:** *Space and all intellectual property relating to Space is owned by us. Any content created by you remains yours. When you share feedback with us, we are allowed to use it.*

## 5. Fees and Payments

### a) Subscription and other fees

Depending on your Subscription Plan, you will have access to different features and be subject to certain limits. These features and limits are described on the JetBrains Website and apply for Subscription Period or when you Upgrade. The most important limits include:

- i) your Subscription Period and Subscription Plan;
- ii) the number of Members;
- iii) the level of support (see the Support Section below); and
- iv) the number of Workers you can have.

You can monitor key aspects of your Subscription using the relevant page in Space On-Premises.

## **b) Subscription Billing**

You will be billed annually in accordance with your Subscription Plan and the method by which you choose to pay.

- i) *Subscription Billing* – we will bill you at the beginning of your Subscription Period for your Subscription Plan and the number of Members and Workers described in your Confirmation.
- ii) *Subscription Renewals* – when your Subscription is renewed, we will bill you based on your Subscription Plan and the number of Members and Workers used during the subscription period.

## **c) Overdraft**

If eligible, you can choose to enable a feature that will allow you to extend your Subscription with more Members and/or Workers than you initially purchased (“**Overdraft**”) up to a limit built into this feature (“**Overdraft Limit**”). You can use Overdraft to add:

- i) Additional Members – where each additional Member you add to your Subscription as part of Overdraft will start when they become a Member of your Organization and will end at the end of the Subscription Period in which you added the Additional Member (“**co-termed**”);
- ii) Additional Workers – where Workers will be added to your Subscription upon our confirmation and will also be co-termed.

You will reasonably cooperate with us if we need you to confirm your Overdraft and verify or provide us with Overdraft statistics. If you reach the Overdraft Limit during your Subscription Period, you will inform us so that we can issue an invoice for Overdraft Members or Workers. If you do not reach the Overdraft Limit during your Subscription Period, we will bill you for the Overdraft as part of Subscription Billing renewal. You can choose to pay fees for additional Members and/or Workers at any time. After you pay for your Overdraft, the Overdraft Limit will be reset.

The Trial Subscription and Free Subscription Plans are not eligible for the Overdraft feature.

## **d) Payments**

- i) *Payment Terms* – The JetBrains Terms and Conditions of Purchase made available here <https://www.jetbrains.com/legal/docs/store/terms/> apply to all fees and other amounts that you have or might have to pay (‘are payable’) relating to this Agreement.
- ii) *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.

## **e) Resolution of late payments**

To continue using Space On-Premises without interruption, you must make sure to pay all the relevant fees on time. If you do not pay all fees in full and on time, we reserve the right to:

- i) limit your or your Members’ access to Space On-Premises or any of its features; or
- ii) suspend your access to Space On-Premises or end (‘terminate’) this Agreement altogether as described in Sections 10 and 11.

You will reimburse us for any additional costs that we incur in collecting late payments or if you breach any of the conditions in this Section.

**Summary:** *To use Space, you must pay your Subscription fees on time. If you need more Members or Workers and have a paid Subscription Plan, you can enable an Overdraft feature that gives you an option to get more. Payments are subject to the JetBrains Terms and Conditions of Purchase.*

## 6. Support

Your Subscription includes the support determined by your Subscription Plan and outlined on the JetBrains Website ("Support"). We will provide Support only to the extent required for you to use Space On-Premises in accordance with the Documentation.

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

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

If you decide to submit Content to us as part of your Support request, we will keep it confidential. By providing the Content you give us the necessary rights to access, view, store, and analyze it in the context of providing you with support.

More details regarding Enterprise Plan Support are included in Annex A.

## 7. Applications

You can access free and paid Applications from JetBrains Marketplace and use them in Space On-Premises. Applications are not included in your Subscription and you will need to acquire them, which entails accepting their relevant terms and conditions. An Application may be owned by someone other than JetBrains.

You are responsible for deciding whether a particular Space Application is compatible with Space On-Premises and suitable for your needs. You are also responsible for the installation of an Application. You may be able to co-term certain paid Applications with your Subscription.

You can integrate certain Space On-Premises functionality with software and/or services that are neither part of your Subscription nor owned or operated by JetBrains. The software and/or services that you can integrate with can be changed by the respective third party authority or provider at any time.

## 8. IMPORTANT – YOUR RISK AND OUR DISCLAIMERS

(RISK) SPACE ON-PREMISES IS PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS. YOU ACCESS AND USE SPACE ON-PREMISES AT YOUR OWN RISK.

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

(SECURITY) YOU UNDERSTAND AND AGREE THAT IT IS YOUR RESPONSIBILITY TO ASSESS WHETHER YOUR SYSTEM MEETS THE SYSTEM REQUIREMENTS AND COMPATIBILITY WITH SPACE ON-PREMISES, AND TO CONFIGURE SPACE ON-PREMISES IN A SECURE MANNER, AND KEEP IT SO CONFIGURED, CONSISTENT WITH INDUSTRY STANDARDS, ALL OUR RECOMMENDATIONS (IF ANY), AND THE DOCUMENTATION. WE ARE NOT RESPONSIBLE FOR YOUR, OR YOUR MEMBERS', ACTIONS, OR FOR OMISSIONS ARISING IN CONNECTION WITH THE IMPROPER, INADEQUATE, OR DEFICIENT INITIALIZATION, CONFIGURATION, OR USE OF SPACE ON-PREMISES.

WE ALSO DENY ('DISCLAIM') ALL WARRANTIES. THIS INCLUDES ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AS WELL AS 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.

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

(TYPES OF DAMAGES) WE WILL NOT BE LIABLE TO YOU OR A MEMBER 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 A MEMBER'S, INABILITY TO USE SPACE ON-PREMISES, INCLUDING AS A RESULT OF A SUSPENDED SUBSCRIPTION, OR THE CANCELLATION OF YOUR SUBSCRIPTION OR THIS AGREEMENT;
- b) OUR DECISION TO NO LONGER PROVIDE SPACE ON-PREMISES FOR BUSINESS, ECONOMIC, LEGAL, OR REGULATORY REASONS;
- c) YOUR HAVING MADE SPACE ON-PREMISES AVAILABLE TO YOUR MEMBERS;
- d) ANY FAILURE TO PROVIDE SUPPORT;
- e) THE COST OF PROVIDING A SUBSTITUTE FOR SPACE ON-PREMISES;
- f) ANY INVESTMENTS, EXPENSES, OR COMMITMENTS THAT YOU OR A MEMBER TAKE ON RELATING TO THIS AGREEMENT OR YOUR ACCESS TO OR USE OF SPACE ON-PREMISES; OR
- g) ANY UNAUTHORIZED ACCESS TO, MODIFICATION OR DELETION OF, DESTRUCTION OF, DAMAGE TO, LOSS OF, OR FAILURE TO STORE ANY OF YOUR CONTENT.

(MAXIMUM LIABILITY) OUR MAXIMUM, OVERALL ('AGGREGATE') LIABILITY RELATING TO THIS AGREEMENT IS LIMITED TO THE GREATER OF \$100 OR THE AMOUNT THAT YOU ACTUALLY PAID TO US FOR SPACE ON-PREMISES 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 (E.G. TORT, BREACH OF CONTRACT, EQUITY, OR A SIMILAR BASIS) FOR A REMEDY IS INVALID.

## **10. Temporary Suspension**

We can immediately suspend your Space On-Premises Subscription as soon as we let you know ('give notice') that we have a good reason to ('reasonably') believe that:

- a) Failure to pay – you have not complied with the payment obligations in this Agreement (see Section 5); or
- b) Breach of Agreement – you breached this Agreement or your use of Space On-Premises is in breach of applicable law.

In addition to the above, we can immediately suspend access to the Overdraft feature if we deem it ('reasonably') likely that you will stop operating in the usual course of business, transfer ('assign') your assets for the benefit of creditors or make a similar arrangement, or are undergoing bankruptcy, reorganization, liquidation, dissolution, or a similar proceeding.

## **11. Term and Termination**

### **a) Term**

This Agreement begins ('take effect') when you click the I Accept button or provide similar consent to ('be bound by') this Agreement. This Agreement continues until it is ended ('terminated') either by you or us ("End Date") as described in this Agreement.

#### **b) Ending this agreement**

Either you or we can terminate this Agreement if the other breaches it. This must be done by letting the breaching party know ('give notice') that it has breached this Agreement. If these breaches are not resolved within thirty (30) days, this Agreement will end.

If you end this Agreement according to this Section, we are not required to refund any prepaid fees for the period that would have been your Subscription Period.

If we end this Agreement according to this Section, we are not required to refund you any prepaid fees for the period that would have been your Subscription Period after the date this Agreement ends, but you must pay us ('remain liable for') any unpaid fees that you owe us for the period that would have been your Subscription Period after the date this Agreement ends.

#### **c) Termination by us**

In addition, we can immediately end this Agreement if:

- i) you have materially breached or abused any part of this Agreement and have not remedied this breach within three (3) business days after we let you know; or
- ii) we will no longer provide Space On-Premises, due to any business, economic, legal, or regulatory reason.

We can also terminate this Agreement if we so choose for any reason or no reason ('for convenience'), in which case we will provide a timely notice and return any prepaid fees that are unused ('on a pro rata basis').

If you have materially breached this Agreement and did not resolve this breach within three (3) business days of the breach occurring, you must pay us any unpaid fees that you owe for the period that would have been your Subscription Period after the date this Agreement was ended. We are not required to refund you any prepaid amount for the period that would have been your Subscription Period.

### **12. Marketing**

If you are a legal entity, you give us permission to publicly identify you as a customer of JetBrains 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.

### **13. Early Access Releases**

You may choose to use Space On-Premises features or offerings that are released as "early access", 'Beta', or 'Nightly' ("EAP Release"). EAP Releases are subject to the JetBrains EAP User Agreement (available at [https://www.jetbrains.com/legal/docs/toolbox/user\\_eap.html](https://www.jetbrains.com/legal/docs/toolbox/user_eap.html)). By using an EAP Release, you accept that agreement and its conditions. If you stop using an EAP Release but continue to use Space On-Premises, your use will continue to be governed by this Agreement. Your use of an EAP Release does not entitle you to Subscription refunds and does not relieve you of your payment obligations under this Agreement.

### **14. Notices**

If you are required under this Agreement 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 five (5) business 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 ten (10) business days from when you send the letter.

If we are required under this Agreement 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.

## **15. Export Control Laws**

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

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

You are also expected to report any concerns of non-compliance with these requirements and address any questions to [ethics@jetbrains.com](mailto:ethics@jetbrains.com), [compliance@jetbrains.com](mailto:compliance@jetbrains.com), or [legal@jetbrains.com](mailto:legal@jetbrains.com). In addition, you are required to cooperate with us in our efforts to verify our and your compliance with Export Control Laws.

## **16. General Provisions**

### **a) This Agreement and its parties**

The JetBrains Privacy Notice, available at <https://www.jetbrains.com/legal/docs/privacy/privacy.html>, the JetBrains Terms and Conditions of Purchase, available at <https://www.jetbrains.com/legal/docs/store/terms/>, and the JetBrains User Agreement, available at <https://www.jetbrains.com/legal/docs/toolbox/user/>, are part of this Agreement. 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, this Agreement does not apply or give rights to anyone else ('no third-party beneficiaries').

### **b) Governing law and Disputes**

This Agreement is 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 the Agreement undertake to use best commercial efforts to amicably settle any disputes arising hereunder ("Dispute").

Should the parties to the agreement constituted by this Agreement 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 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 shall still be allowed to apply (i) for payment orders (or otherwise enforce payment for Space On-Premises provided under this Agreement) 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.

**c) Force Majeure**

We will not be responsible ('liable') for any delay or failure to perform any obligation under this Agreement 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 natural events; blockages; embargoes; riots; acts or orders of government; acts of terrorism; or war.

**d) Severability**

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

**e) Interpretation**

Any heading, title, or paragraph summary is only for convenience and does not affect interpretation of this Agreement. 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.

**f) Waiver**

Any waiver of our rights under this Agreement must be in writing and signed by us.

**g) Changes to the Agreement and Policies**

This Agreement can be updated from time to time to reflect changes to Space On-Premises and how it is offered to you. If this happens, we will update the terms on the JetBrains Website and let you know either by:

- (i) displaying them to you in Space On-Premises;
- (ii) notifying you in your JetBrains Account; or
- (iii) sending the updated version to the email address used in your JetBrains Account.

Any updated Agreement will start ('be effective') on the date specified in the updated Agreement. By continuing to use Space On-Premises after the effective date, you agree to be bound by the modified Agreement.

We respect that you may not agree to the updated Agreement. 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 Agreement. Termination according to this Section entitles you to a pro-rata refund of any unused prepaid subscription fees.

**h) Relationship**

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

#### i) Contract review

By agreeing to this Agreement, you are confirming that:

- (i) you have had sufficient opportunity to read, review, and consider this Agreement;
- (ii) you understand the content of each paragraph of this Agreement; 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 this Agreement.

If you have any questions about this Agreement, please contact us at [legal@jetbrains.com](mailto:legal@jetbrains.com).

#### j) Reservation of Rights

We reserve the right to alter Space On-Premises 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 On-Premises support at any time.

## Enterprise Plan Annex

### 1. Enterprise Plan Support

Space On-Premises may come with enterprise-level support, which is made available to Organizations with the Enterprise Subscription Plan.

### 2. Definitions

| Term               | Definition                                                                                                                                     |
|--------------------|------------------------------------------------------------------------------------------------------------------------------------------------|
| Enterprise Support | The support available to Organizations with the Enterprise Subscription Plan.                                                                  |
| 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.                                                         |
| SLA                | Support Level Agreement – JetBrains’ commitment to respond to issues in Space reported by Organizations with the Enterprise Subscription Plan. |

### 3. Enterprise Support

The Enterprise Subscription Plan includes Enterprise Support with the SLA parameters listed below in descending order of SLA 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** to assist you as part of Enterprise Support.

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

| SLA Priority | Description                                                                                                                                                                                                                                                         |
|--------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Urgent       | A business-critical component of Space is inoperable or unavailable and requires an immediate workaround or solution. Examples: Space hangs or crashes; significant performance degradation; essential functionality is not available.                              |
| High         | Issues are negatively impacting production operations, but the production system is not down or Space is operational. Examples: A small number of Members are blocked from working in Space; a large number of Members are affected.                                |
| Normal       | A non-production issue wherein the majority of functions are still usable. This is a limited condition that can be resolved. Examples: A small number of Members are affected; some functionality doesn’t work or works partially; there is not enough information. |
| Low          | An issue or question that does not affect product functionality and can be readily circumvented. Examples: How-to questions; the text of a message or page of documentation is worded poorly or misspelled; general inquiries.                                      |

JetBrains reserves the right to determine your Enterprise Support request's SLA Priority.

#### **4. Remedies for Support Failures**

Remedies – Should we fall short of our Enterprise Support commitments, we will compensate you with a discount on your next Enterprise Plan Subscription Period. The discount will be allocated for every ten (10) SLA Priority breaches, and you will be entitled to receive a discount of an amount equivalent to 0.1% of the fees you would pay for the Enterprise Plan in the following Subscription Period for every ten (10) SLA Priority breaches.

Allocation – In such cases, the discount will be automatically assigned and there is no need to apply for or claim it.

You understand that the discount outlined in this document is the only ('sole and exclusive') compensation for our failure to meet Enterprise Support commitments.