

JetBrains Incubator and Accelerator Partner Program Cooperation Agreement

Version 1.0, effective as of June 16, 2026

Welcome to the JetBrains Incubator and Accelerator Partner Program!

1. Introduction

This JetBrains Incubator and Accelerator Partner Program Cooperation Agreement (“**Agreement**”) governs your application to and potential participation in the JetBrains Incubator and Accelerator Partner Program (“**Program**”).

You understand that by submitting the application on the JetBrains Website, You accept the Agreement and agree to certain legal conditions as set forth herein.

2. Parties

This Agreement is between:

JetBrains s.r.o., having its principal place of business at Na Hrebenech II 1718/8, Prague, 14000, Czech Republic, registered in the Commercial Register maintained by the Municipal Court of Prague, Section C, File 86211, ID No.: 265 02 275 (“**JetBrains**”, “**Us**”, “**We**”), and You, a corporation, company, partnership, association, organization, or similar entity (“**You**”, “**Participant**”).

3. Definitions

“**JetBrains Website**” means the relevant page of the JetBrains website dedicated to the Program, currently available at <https://www.jetbrains.com/startups/> and its subpages, as well as any other pages of the JetBrains website related to the Program;

“**Startup Benefits**” means certain benefits, discounts, offers, and opportunities that JetBrains may make available to Eligible Startups (as explained below) under the Program, as described on the JetBrains Website;

4. Agreement

The purpose of this Agreement is to establish the terms and conditions under which the Participant may apply to and participate in the Program and under which JetBrains may make the Startup Benefits available through the Program.

JetBrains and the Participant (each individually a “**Party**” and collectively the “**Parties**” to this Agreement) agree as follows:

5. Application and Eligibility

5.1. **Application.** To apply for participation in the Program, You must complete and submit an application at <https://www.jetbrains.com/company/incubators/apply/>. All information You provide in your application, and otherwise in connection with your participation in the Program, must be complete, accurate, and up to date. The email address You provide as part of your application (the “**Contact Email**”) must be one to which You will have access throughout the Term, as defined below.

5.2. **Processing the Application.** You understand and acknowledge that we are not required to accept or approve your application. For example, we may reject your application in the following cases, including but not limited to:

- You do not satisfy the requirements as described in Section 3 of the Agreement;

- JetBrains has become aware that the information provided in your application is inaccurate, incomplete, or outdated.

5.3. Participation Requirements. To participate in the Program, You must satisfy the requirements set out below on the day You accept this Agreement and continue to satisfy them during the Term. You satisfy these requirements if JetBrains determines, at its sole discretion, that You:

- (i) are duly registered and operating as an incubator, accelerator, venture capital firm, or similar organization that provides a structured environment, investment, and/or a formalized support network for the development and growth of early-stage companies;
- (ii) maintain a verifiable portfolio of startups or an active startup membership base;
- (iii) have sufficient resources to ensure compliance with your obligations under this Agreement;
- (iv) have a verifiable commitment to strong business practices, including anti-bribery and corruption matters;
- (v) are compliant with this Agreement and any additional policies and requirements related to the Program that JetBrains has made (or will make in the future) publicly available on the JetBrains Website; and
- (vi) are approved by JetBrains as a facilitator of the Program.

5.4. Ongoing Participation Review. In the event that, during the Term, the Participant no longer satisfies any of the participation requirements set forth in Section 3, the Participant shall promptly notify JetBrains. JetBrains may, from time to time, request that You complete an assessment to determine your ongoing compliance with the requirements for participation. You must complete any such assessment accurately and within the time requested by JetBrains.

6. Startup Benefits

6.1. Startup Benefits. If your application is approved for the purpose of the Program, during the Term, You are entitled to promote and offer the Startup Benefits to each of your Eligible Startups.

Startup Benefits are provided “as available” and may vary by region, product availability, or other factors.

6.2. Restrictions. Each Eligible Startup is entitled to receive the Startup Benefits only once. The provision of Startup Benefits may be subject to additional conditions described on the JetBrains Website.

7. Program Participation

7.1. Eligible Startups. An “Eligible Startup” is an organization participating in your incubator or accelerator program that meets all of the following criteria:

- (i) it is a privately owned company;
- (ii) it has been incorporated, registered, or otherwise established for no more than five (5) years as of the date it applies for a Startup Benefit;
- (iii) it is active and has a verifiable website or other publicly available online materials; and
- (iv) it has never previously participated in the Program.

Additional eligibility requirements may apply, as determined by Us and published on the JetBrains Website.

7.2. Responsibilities. During the Term, You undertake the following responsibilities:

- (i) offering the Startup Benefits to Eligible Startups and actively encouraging them to use the Startup Benefits;
- (ii) if You have a website or another online resource, ensure that JetBrains’ name and logo are listed there as a “supporter”, “partner”, or similar;
- (iii) ensuring there is a dedicated contact person available to discuss and resolve questions and issues that may arise in relation to the Agreement and Program, and notifying Us of any change of the contact person, where possible, in advance.

7.3. **Conduct.** While participating in the Program, You must:

- (i) act in a professional manner consistent with industry standards;
- (ii) treat JetBrains staff, third-party providers, and other Program participants respectfully, including by refraining from using offensive, abusive, or explicit language or otherwise causing offense to others;
- (iii) refrain from any conduct that could negatively affect the reputation of the Program and/or JetBrains; and
- (iv) comply with all applicable international, national, state, regional, and local laws and regulations relating to your responsibilities under this Agreement, including the General Data Protection Regulation 2016/679 (“GDPR”).

7.4. **Reporting.** If requested, You must provide Us with a written report describing the promotional activities undertaken in connection with the Program, and the number of Eligible Startups to whom the Startup Benefits have been made available. If no Eligible Startup utilizes the Startup Benefits during a 12-month period, we reserve the right to request additional information regarding your activities and/or to terminate this Agreement in accordance with Section 15 hereof (“Termination”).

8. Marketing Activities

8.1. **Promotional Initiatives.** The Parties may collaborate on reasonable co-marketing and promotional activities related to the Startup Benefits. Such activities may include, for example, participation in joint events, networking sessions, workshops, technical demonstrations, webinars, social media announcements, blog posts, or other mutually agreed promotional initiatives.

Where reasonably requested by JetBrains, You shall:

- (i) participate in selected co-marketing activities or events organized or supported by JetBrains, provided that the scope, format, and level of participation are mutually agreed in advance; and
- (ii) share with JetBrains a general outline of the marketing or promotional activities You may wish to undertake during the Term in connection with the Startup Benefits.

If either Party organizes an event, campaign, or other promotional activity related to the Startup Benefits, that Party may invite the other Party to participate, speak, provide materials, or otherwise contribute, subject to mutual agreement.

8.2. **Related Costs.** Each Party will bear its own costs and expenses associated with any marketing or promotional activities unless otherwise agreed in writing.

9. Personal Data

9.1. **Personal Data.** We need to collect certain personal information about You and your personnel in order to provide You with the Program. You agree that we may collect the following information relating to the Program and this Agreement:

- (i) information that You provide as part of your application to the Program, which may include personal data such as your name, email address, physical address, and phone number;
- (ii) if relevant, information about the Eligible Startup, which we may use to contact them regarding participation in the Program, their status as an Eligible Startup, use of the Startup Benefits, payments, or concerns regarding misconduct, cheating, or fraud.

9.2. **Data Controllers.** For the purposes of the GDPR or other applicable data protection laws, You understand that You and JetBrains are each a separate ‘data controller’. If You process information relating directly or indirectly to an identifiable, natural person or as defined by applicable law, whichever is broader (“Personal Data”), this is especially so in relation to identification and contact information of data subjects, it is your responsibility to inform your respective employees and other data subjects about the processing of their Personal Data, ensure a lawful legal basis for processing, and fulfil other relevant obligations arising out of the GDPR and other applicable data protection laws.

9.3. **Privacy.** The personal data that we obtain is collected, stored, and processed in accordance with the JetBrains Privacy Notice (available at <https://www.jetbrains.com/company/privacy.html%2C%20how%20we%20and%20our>) and the GDPR.

10. Intellectual Property

10.1. **Ownership.** JetBrains, or its affiliates, owns all the intellectual property rights, including any trade secrets, copyrights, trademarks, patents, and other unregistered intellectual property rights, in its products, brand assets, websites, collaterals, and materials provided in connection with the Program. You cannot use any of these without our written permission, except where we have already expressly given You permission in this Agreement.

10.2. **Your Logos.** You grant JetBrains a limited and revocable right to use your name, logo, and your associated trademarks for the purposes contemplated by this Agreement, including for listing Your organization on the JetBrains Website and in other JetBrains online or physical materials, as well as in marketing and promotional materials. You acknowledge and agree that the nature, presentation, description of Your organization, and visual elements of any such listing will remain at JetBrains' discretion.

10.3. **Our logos.** JetBrains grants you a limited and revocable right to use its name, logo, and other associated trademarks for the purpose of the activities described in this Agreement, including publication in marketing and promotional materials. You cannot share, assign, sublicense, or otherwise transfer this right, and You may use JetBrains' name, logo, and other trademarks only as permitted under this Agreement, including for the purposes of clause 7.2(ii) of the Agreement, and in accordance with the JetBrains Brand Guidelines available at: <https://www.jetbrains.com/company/brand>. JetBrains may require You to cease use of and promptly remove JetBrains' name, logo, and other trademarks at any time, and You agree to comply with such a request without undue delay.

10.4. **Feedback.** You grant Us the right to use, modify, commercialize, display, and distribute any ideas, suggestions, guidance, proposals, or bug reports that You or your personnel provide to Us, and grant Us the right to transfer the same without restriction, worldwide, and royalty-free.

11. IMPORTANT – YOUR RISK, DISCLAIMERS, LIMITATION OF OUR LIABILITY

11.1. **RISK.** PARTICIPATION IN THE PROGRAM IS AT YOUR OWN RISK. NO WARRANTIES ARE GIVEN IN RELATION TO THE PROGRAM, EXCEPT THOSE THAT CANNOT BE EXCLUDED BY LAW.

11.2. **DISCLAIMER.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE MAKE NO REPRESENTATIONS ABOUT AND CANNOT BE HELD LIABLE FOR OR IN RELATION TO:

(i) ANY LOSS OF USE, DATA, GOODWILL, OR PROFITS, WHETHER FORESEEABLE OR NOT;

(ii) ANY LOSS OR DAMAGE TO THIRD-PARTY PROPERTY; AND

(iii) ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES. THIS EXCLUSION WILL APPLY REGARDLESS OF: THE LEGAL THEORY ON WHICH ANY CLAIM FOR SUCH DAMAGES IS BASED, WHETHER THE RELEVANT PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER SUCH DAMAGES WERE REASONABLY FORESEEABLE, AND WHETHER APPLICATION OF THIS EXCLUSION CAUSES ANY REMEDY TO FAIL OF ITS ESSENTIAL PURPOSE.

11.3. **LIMITATION OF LIABILITY.** JETBRAINS' TOTAL LIABILITY IN ANY MATTER ARISING OUT OF OR IN RELATION TO THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU TO JETBRAINS UNDER THIS AGREEMENT.

12. Indemnification

The Participant shall indemnify, defend, and hold harmless JetBrains, its affiliates, officers, employees, and contractors from and against any claims, liabilities, damages, losses, penalties, costs, and expenses (including reasonable legal fees) arising out of or related to the Participant's:

- (i) breach of this Agreement;
- (ii) violation of applicable law;
- (iii) misuse of Startup Benefits;
- (iv) infringement of third-party rights;
- (v) marketing or representations regarding the Program;
- (vi) data protection violations;
- (vii) export control or anti-bribery violations.

13. Export Control and Compliance

We expect and require ethical and business integrity from Program participants.

13.1. **Export Control.** You must comply with all applicable laws and regulations relating to 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 (i) an entity, (ii) owned, controlled, or otherwise related to a person or entity, or (iii) acting on behalf of any person or entity, which is targeted by Export Control Laws. This means that You will ensure that the products, any Confidential Information, and any other technical data are not (i) downloaded, transferred, exported, or re-exported directly or indirectly in violation of Export Control Laws; or (ii) used for any purpose prohibited by Export Control Laws.

13.2. **Anti-Bribery and Corruption.** You must comply with all applicable anti-bribery and anti-corruption laws. Consistent with these laws, You must not, directly or through someone else, offer, promise, authorize, approve, or make improper or corrupt payments, or provide anything else of value, in order to influence a business or governmental decision or to secure an improper advantage. Improper behavior can include giving unlawful gifts, entertaining people in a certain way, and covering expenses relating to political, charitable, or sponsorship activity, as well as offering, promising, or giving anyone work or a position with the intention of winning or retaining business or influencing a commercial or governmental decision. Bribing someone with a ‘facilitation’ payment or in any other way is strictly prohibited, whether directly or indirectly, and irrespective of whether a person is privately or publicly employed. You must immediately report any improper or corrupt requests made to You in connection with this Agreement to compliance@jetbrains.com or legal@jetbrains.com.

14. Confidentiality

Each Party may receive non-public information relating to the Program, business activities, products, services, operations, or access information of the other Party, including special links, offers, or materials intended solely for Eligible Startups (“**Confidential Information**”). Each Party agrees to use such Confidential Information solely for the purposes of this Agreement and not to disclose it to any third party except to its employees, contractors, advisors, and Eligible Startups who have a need to know and are bound by appropriate confidentiality obligations. The Participant must not share any special links, offers, or access information provided by JetBrains with any person or entity other than its Eligible Startups.

This obligation does not apply to information that is publicly available, already lawfully known, independently developed, or required to be disclosed by law. Upon termination of the Agreement or upon request, each Party will cease use of the other Party’s Confidential Information.

15. Termination

15.1. **Term.** This Agreement starts when You click the “I Accept” button or provide similar consent to be bound by this Agreement and continues until it is terminated.

15.2. **Termination by You.** You may terminate this Agreement for convenience on 30 days’ prior written notice.

15.3. **Termination by Us.** JetBrains may terminate this Agreement for convenience on 30 days' prior written notice. JetBrains may terminate this Agreement immediately if: (i) You breach this Agreement and fail to remedy such breach within 10 days after receiving written notice specifying the breach; (ii) JetBrains determines, in its discretion, that Your participation in the Program could result in legal or business liability for JetBrains or any third party, or otherwise harm JetBrains, its Affiliates, other Program participants, or their eligible startups ; (iii) if JetBrains reasonably believes that it is required by law to do so; or (iv) if JetBrains discontinues the Program.

15.4. **Consequences of Termination.** As soon as this Agreement ends or is terminated under any ground according to the Agreement, You must immediately (i) cease offering the Startup Benefits; and (ii) cease use of JetBrains' intellectual property, including name, logo, and trademarks, under or in connection with the Program or otherwise under this Agreement. In addition to the above, JetBrains may, at its sole discretion and without any liability to You, any Eligible Startup, or any third party, suspend, discontinue, revoke, or terminate any Startup Benefits provided under the Program.

16. General provisions

16.1. **Current Version of the Agreement.** The current version of this Agreement is available at: <https://www.jetbrains.com/legal/docs/terms/incubator-accelerator-partner-agreement/>

16.2. **Changes to the Agreement.** This Agreement may be updated from time to time in order to reflect changes, including, but not limited to, changes to the Program and the manner in which it is provided by JetBrains.

If this happens, We will update this Agreement on the JetBrains Website and, where such changes materially adversely impact You, provide You with reasonable advance notice, typically not shorter than 15 days before the effective date, unless the changes are required by applicable law or for security reasons, in which case we may need to change the Agreement on shorter notice. The notice will be provided by sending the updated version of the Agreement to the Contact Email.

All changes will become effective on the date specified in the updated Agreement. If You do not agree to the updated Agreement, You must stop participating in the Program.

We respect that You may not agree to the updated Agreement. If that is the case, You may terminate the Agreement before the changes to it come into force. By continuing your participation in the Program after the effective date, You agree to be bound by the modified Agreement.

16.3. **Program Updates.** JetBrains may, from time to time, update, replace, or discontinue the Startup Benefits, as well as amend the conditions for their provision and the eligibility requirements applicable to Eligible Startups, and any policies or requirements related to the Program. The current versions of such benefits, conditions, and requirements will be made available on the JetBrains Website. You are responsible for regularly reviewing the JetBrains Website for any updates or changes.

16.4. **Relationship.** The legal relationship between You and JetBrains is that of independent contracting parties. Nothing in this Agreement is intended to imply any other relationship, in particular any joint venture, principal-agent, or similar relationship.

The Participant has no authority to bind JetBrains, enter into agreements on behalf of JetBrains, make warranties or representations on behalf of JetBrains, or otherwise act as JetBrains' agent.

16.5. **Governing Law and Disputes.** This Agreement is governed by the laws of the Czech Republic, without regard to conflict of laws principles. If there is a dispute under this Agreement, the Parties will use their best efforts to settle the dispute amicably. Should the Parties fail to settle a dispute amicably, all disputes arising from the present Agreement and/or in connection with it shall be finally decided with the Arbitration Court attached to the Czech Chamber of Commerce and the Agricultural Chamber of the Czech Republic according to its Rules by three arbitrators in accordance with the Rules of that Arbitration Court.

16.6. **Force Majeure.** "Force Majeure Events" are events beyond the reasonable control of either You or JetBrains, including events such as acts of God, labor disputes or disturbances, material shortages or rationing, riots, pandemics, acts of war, governmental regulations, communications or utility failures, or casualties.

Neither You nor JetBrains will be liable to the other if a Force Majeure Event causes a delay or failure in undertaking their responsibilities under this Agreement, except if the responsibilities relate to payment. If You experience a Force Majeure Event and expect to be delayed or fail to undertake your responsibilities under this Agreement, You must give Us (i) prompt written notice of the Force Majeure Event and the affected responsibility; and (ii) use all reasonable efforts to minimize the effect of the Force Majeure Event. In the meantime, the period for undertaking your respective responsibilities under this Agreement is extended for the duration of the Force Majeure Event or sixty (60) days, whichever is less. The same process applies if we experience a Force Majeure Event.

16.7. **Interpretation.** Any heading or title is only for your convenience and does not affect interpretation. The words “including” and “such as” are not exhaustive and do not imply any limitation. References to dates and times are references to Central European Time (CET). If any term or provision of this Agreement is found to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions will not be affected.

16.8. **Notices from You.** If You are required under this Agreement to notify Us of anything, You may do so by:

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

(ii) 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/or

(iii) 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.

16.9. **Notices from Us.** If We are required under this Agreement to notify You of anything, We may do so by:

(i) posting the information on the JetBrains Website. Any time period starts on the day specified on the JetBrains Website; and/or

(ii) by sending an email to the Contact Email. Any time period starts on the next business day after We send the email.

It is Your responsibility to check the JetBrains Website and the Contact Email for any information and/or relevant changes and make sure that the Contact Email is up to date.

16.10. **Entire Agreement.** This Agreement reflects the entire agreement between You and JetBrains in relation to the Program, and it supersedes any written or oral understanding, arrangement, or other agreement between You and JetBrains in relation to the Program.

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