JetBrains Training Terms & Conditions

Version 1.2 effective as of 24 August 2021

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

You understand that by accepting these JetBrains Training Terms and Conditions (you indicate your acceptance by submitting a purchase order to JetBrains), you are entering into a legal agreement and agree to certain legal consequences for yourself or your organization.

1. Introduction

These JetBrains Training Terms and Conditions ("**Terms**") relate to the training provided by JetBrains for certain JetBrains products, as well as consultancy services in relation to MPS.

Accepting these Terms creates a legal agreement between (i) JetBrains s.r.o., a company registered in the Commercial Register of the Prague Municipal Court, Section C, File 86211, ID No. 265 02 275 with its registered office at Na hřebenech II 1718/10, Prague, 14000, Czech Republic ("**JetBrains**", "**us**", or "**we**") and (ii) you, the organization or person engaging JetBrains and described in the Purchase Order ("**Customer**" or "**you**").

2. Definitions

There are words or phrases in these Terms that have a particular meaning. When these words or phrases are used, they are defined and capitalized. These Terms use these definitions in particular:

"**Affiliate**" means any entity or individual, directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with a party, and "control" for these purposes means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity or individual, whether through the ownership of voting securities, by contract, or otherwise.

"**MPS**" means the JetBrains software known as the 'Meta Programming System'.

"**Offsite**" refers to Services that are delivered to you remotely by a JetBrains representative.

"**Onsite**" refers to Services that are delivered to you in person by a JetBrains representative at a location specified in the Purchase Order.

"**Personal Data**" means any information relating to an identified or identifiable natural person.

"**Privacy Policy**" means the JetBrains Privacy Policy (https://www.jetbrains.com/company/privacy.html), which may be updated from time to time.

"**Product**" means a JetBrains product that is currently available for purchase on the JetBrains website (https://www.jetbrains.com/), but excludes any product listed for sale on the JetBrains Plugin Marketplace (https://plugins.jetbrains.com/marketplace).

"**Purchase Order**" means the purchase order for Services as requested by the Customer, substantially in the form supplied by JetBrains.

"**Services**" means the training services set out in the Purchase Order or, in relation to MPS, training or consultancy services.

"**Site**" has the meaning set out in Section 4(a).

3. Services

a) Engagement. You engage JetBrains to provide your organization with Services, as described in the Purchase Order.

b) Nature of Services. Based on the requirements described in the Purchase Order, we will determine the proper and appropriate scope, nature, and extent of the Services, at our discretion. It is your responsibility to suitably describe

in the Purchase Order the Services that you require, and determine the suitability and appropriateness of these for your needs. The Services are intended solely for educational and/or informational purposes. The Services do not: (i) constitute procurement, technical, or development advice, except of a general nature; (ii) constitute an endorsement of any company, service, or product; or (iii) entail any other representation.

We are not required to deliver, modify, or develop any Product (or any product at all) in relation to any Services, or provide services to specification.

c) Delivery. The Services will be delivered either Onsite or Offsite, as specified in the Purchase Order. If a mode of delivery is not specified in the Purchase Order, the Services will be delivered Offsite. We may use third-party service providers to provide the Services. Unless agreed otherwise, the Services will be provided at a designated time during normal business hours, Monday to Friday, and not exceeding 8 hours in any one day.

d) Changes. Any changes to the Services must be in writing and signed by both parties.

4. Onsite Training

a) Details. If you choose Onsite Services, you must also include the following details in the Purchase Order: (i) details of the location at which the Services are to be provided ("**Site**"); (ii) any equipment that will not be provided at the Site and we are required to provide; and (iii) any other information relevant to us for providing the Services.

b) Access. You must provide appropriate access to the Site (including any necessary security clearances), equipment, and instructions, to enable us to provide the Services at the Site. You must provide a safe environment on the Site, and have in place reasonable safety and security policies and measures to ensure the health and personal safety of our employees, contractors, and representatives, as well as comply with all applicable laws relevant for the Site.

c) Equipment. Unless agreed otherwise, you will provide suitable projection and presentation equipment to enable us to provide the Services.

d) Changes. You agree that we can change, delay, or cancel the Onsite Services at any time, including after they have commenced, if we believe that the safety or well-being of a JetBrains representative is compromised in any way.

5. Fees and Charges

a) Fees. In consideration for the Services, you will pay us the amount set out in the Purchase Order. This amount is payable in full, prior to delivery of the Services, in addition to any incidental charges and Value Added Tax ("**VAT**") required by applicable law.

b) Onsite charges. If the Services are to be provided Onsite, you are responsible for all of the reasonable incidental expenses that we incur in relation to providing you the Services. This includes, but is not limited to, the costs of airfare and/or other travel, accommodation, and commuting between any accommodation and the Site. These will be calculated on the basis of our reasonable estimate of such expenses plus 10% and invoiced at the same time as our fees.

c) Payment. All amounts payable under these Terms are payable in full within fourteen (14) days after the date of issue of a valid invoice and prior to the provision of the Services. All payments are payable in the currency specified in a valid invoice (USD, EUR, GBP, or CZK). Invoices may be issued by JetBrains, its affiliates or the third party service provider (Taxamo Limited), at JetBrains' discretion.

6. Confidentiality

a) You agree to keep confidential and not disclose to any other person (except your own Affiliates and professional advisors, including auditors) any information which could reasonably be deemed to be confidential information relating to the other party which it obtains during the course of the Services or in connection with the Purchase Order ("**Confidential Information**"). In particular, without limiting the foregoing, you must keep confidential any and all methodologies, technology, or trade secrets used by us to carry out the Services.

b) The preceding sentence does not apply to the extent:

i) you and JetBrains have entered into a separate agreement relating to non-disclosure, which is in effect; or

ii) disclosure is requested or required by law or by any governmental, administrative or regulatory authority, or in any judicial, administrative, or arbitration proceeding.

Notwithstanding the termination or completion of the Services, all obligations relating to Confidential Information constituting trade secrets must be maintained until they fall into the public domain.

7. Intellectual Property

a) Ownership. We own (or have the right to use and provide to you subject to these Terms) all the proprietary and intellectual property rights, including any trade secrets, copyright, trademarks, patents, and other unregistered intellectual property rights, directly or indirectly arising in connection with the Services. These are our rights ('rights are reserved'). No title or proprietary rights are transferred under these Terms.

b) Ownership (MPS Services). In relation to MPS, we own all rights to the MPS platform and all development and other works created by us in the course of providing the MPS Services. All fixes and new functionalities to MPS that are designed, developed, and implemented in connection with the Services will form part of MPS and will be redistributable under the Apache 2.0 Open Source License or any other applicable license under which the MPS product is distributed.

c) Feedback. You give us the right to use, change ('modify'), commercialize, and incorporate into our Products or Services any of your ideas, suggestions, recommendations, proposals, or other feedback that you provide to us, without paying any fee to you or any third party. 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.

8. Recording - footage, broadcasting, pictures, etc.

a) You must not record the Services in any way, without our prior written permission. This includes audio and video recordings of all Services, as well as still pictures and written materials.

b) If we give you permission to record any part of the Services, you must only use the recording for internal educational purposes within your organisation (but excluding any of your Affiliates) and not for any other purpose. You must not use, share, broadcast, or otherwise distribute such a recording outside your organisation.

c) Any recordings of the Services, in any form, are our exclusive intellectual property.

9. Personal Data

a) Personal data. We need to collect certain personal information in order to provide you with the Services. You agree that we may collect the following information: (i) the first name, surname, and email address of participants or people involved in the Services; and (ii) if the Services are recorded, audiovisual footage of the Services.

b) Privacy. The personal data that we collect is collected, stored, and processed according to the JetBrains Privacy Policy (https://www.jetbrains.com/company/privacy.html) and the GDPR. You give us permission to do this, and you can withdraw your permission at any time by emailing us at privacy@jetbrains.com.

c) Third-party privacy. When providing the Services, we may use third-party service providers who may require you to accept their privacy policy. You should read these third-party terms carefully.

10. DISCLAIMER OF DAMAGES

WE (INCLUDING OUR AFFILIATES, OFFICERS, EMPLOYEES, CONTRACTORS, AND AGENTS) WILL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES. THIS INCLUDES DAMAGES FOR LOSS OF PROFITS, LOSS OF CONFIDENTIAL OR OTHER INFORMATION, BUSINESS INTERRUPTION, PERSONAL INJURY, LOSS OF PRIVACY, NEGLIGENCE, FAILURE TO MEET ANY DUTY INCLUDING GOOD FAITH OR REASONABLE CARE, AND ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF THE PROVISION OF THE SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

IN ANY EVENT, OUR MAXIMUM, OVERALL ('AGGREGATE') LIABILITY RELATING TO THESE TERMS IS LIMITED TO THE AMOUNT ACTUALLY PAID BY THE CUSTOMER FOR THE SERVICES PURSUANT TO THE PURCHASE ORDER.

11. Termination

a) Termination for breach. If one party breaches these Terms, and fails to remedy this within ten (10) business days the other party lets them know (the breaching party 'receives notice'), the non-breaching party will have the right to terminate the Services.

b) Termination by JetBrains. We can: (i) terminate provision of the Services for any reason or no reason ('for convenience') on ten (10) business days' notice; (ii) reschedule or cancel any aspect of the Services without having to pay any compensation, on at least three (3) business days' notice; or (iii) terminate provision of the Services immediately if any aspect of the Services become illegal or is not permitted by applicable law, government regulation, or any directive from a relevant authority. We will refund you on a pro rata basis for amounts already paid if the Services are not provided for the reasons set out in this section.

12. Publicity

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

13. Export Control

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, in particular, you will ensure that no aspect of the Services, any Product, or any recording or picture made during the course of the Services is (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, including but not limited to nuclear, chemical, or biological weapons proliferation.

You are also expected to report any concerns of non-compliance with these requirements and/or 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/or your compliance with Export Control Laws.

14. General Provisions

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

b) Governing Law & 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. You and we undertake to use best commercial efforts to amicably settle any disputes arising hereunder ("**Dispute**"). Should you and we fail to settle a Dispute amicably, the Dispute will be excluded from the jurisdiction of general courts and such Dispute 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.

c) 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.

d) Interpretation. Any heading, title, or paragraph is only for your convenience and does not affect the interpretation of these Terms. Any reference to an inclusive word, such as 'including', is not comprehensive ('but not limited to') and refers to other items in that category. All references to time or periods of time are determined in reference to Central European Time.

e) Notices. If this Agreement requires either you or us to notify the other ("give notice") of anything:

i) you may send us an email to legal@jetbrains.com and we may send an email to the email address in the purchase order, with any time period relevant to the notice starting on the next business day after the email is sent;

ii) you may send a letter by courier to the address in the "Introduction" section of this Agreement and we may send you a letter to the address in the Purchase Order, with any time period relevant to the notice starting five (5) business days after the date you sent the letter; or

iii) you may send a letter by registered post to the address in the "Introduction" section of this Agreement and we may send you a letter to the address in the Purchase Order, with any time period relevant to the notice starting ten (10) business days after the date you sent the letter.

f) Force Majeure. A "**Force Majeure Event**" is an event 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 obligations under this Agreement, except if the obligations relate to payment. If you experience a Force Majeure Event and expect to be delayed or fail to undertake your obligations under this Agreement, you must:

i) give us prompt written notice of the Force Majeure Event and the affected obligation; and

ii) use all reasonable efforts to minimize the effect of the Force Majeure Event.

In the meantime, the period for undertaking your and our respective obligations 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.

g) Transfer. We can transfer ('assign or license'), or charge or give others ('encumber') our rights under these Terms. You must not transfer, charge, or give others your rights under these Terms without our prior written approval.

h) Waiver. Any waiver of our rights under these Terms must be in writing and signed by us.

i) Amendments. We can update or modify these Terms at any time by emailing you. Changes in these Terms will be effective from the date specified in the email.

j) Entire Agreement. These terms form the entire agreement, and replace any previous agreement between you and us, in relation to its subject matter. Except as expressly mentioned, these Terms do not apply or give rights to anyone else (no 'third-party beneficiaries').

k) Contract Review. By agreeing to these Terms, you are confirming to us that you have had sufficient opportunity to read, review, and consider these Terms; you understand the content of each paragraph of these Terms; and 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.

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