Data Processing Addendum

This Data Processing Addendum ("**DPA**") and its attached Exhibits form a part of the agreements covering use of JetBrains products and services ("**Agreements**"), and is entered into between JetBrains s.r.o., having its principal place of business at Na Hrebenech II 1718/10, 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 (hereinafter "**JetBrains**"), on one side, and an individual or a legal entity entering into Agreements with JetBrains ("**Customer**"), on the other side.

JetBrains products and services are any software products (including plugins), or services made publicly available by JetBrains for customers to purchase or use ("**Products**" and "**Services**"). This DPA governs the Processing of Personal Data of persons using JetBrains Products and Services that JetBrains processes on behalf of Customer when Customer uploads or submits, in its sole discretion, any Personal Data to JetBrains' Products, Accounts or websites, or otherwise shares them with JetBrains in connection with the use of the Products, Accounts or websites and which include, without limitations, Personal Data of end-users of JetBrains' Products and Services, Customer's customers, employees or other individuals ("**Data Subjects**"); in particular, without limitation, Customer may decide to upload or submit the following scope of Personal Data: name, email address, phone number, residence address, username, password, cookies, IP address, payment information, tax ID, subscription information, SSH public key etc. ("**Customer's Personal Data**").

Customer primarily acts as a Controller and JetBrains acts as a Processor. In case Customer processes Customer's Personal Data as a Processor, JetBrains acts as an additional Processor engaged by Processor. For the avoidance of doubt, this DPA applies only where JetBrains acts, with regards to Customer's Personal Data, as a Processor or the additional Processor.

This DPA does not apply in situations where JetBrains collects and processes Personal Data as a Controller, in particular in order to provide and to administer the Products and Services and for its other legitimate purposes relating to JetBrains' business operations, including billing and account management, internal reporting, verification to determine free trial eligibility, provision of customer support, combatting fraud, cybercrime, or cyber-attacks that may affect JetBrains or its Products and Services, improving JetBrains Products and Services, establishing, exercising or defending JetBrains' legal claims, and compliance with applicable legal obligations. In such cases, JetBrains is a Controller of the Personal Data and processes them in accordance with its privacy policy available at https://www.jetbrains.com/legal/docs/privacy/privacy/.

Capitalized terms used and not defined herein have the meaning given to them in the General Data Protection Regulation 2016/679 (the "**GDPR**") or in the Agreements. Each of Customer and JetBrains may be referred to herein as a "party" and together as the "parties".

By entering into this DPA, the parties hereby enter into the obligations in Exhibit 1 which forms an inherent part thereof.

The individual parts of the Agreement between JetBrains and Customer shall be interpreted in the following order of precedence: (1) DPA, (2) Exhibit 1: Security Measures, (3) Agreements. For the avoidance of doubt, the Agreements shall control with respect to any matters not governed by this DPA.

The effective date of this DPA is the date of the last signature on this DPA.

Section 1
Processing

1.1 JetBrains provides Products and Services to Customer which may require Processing of Customer's Personal Data on Customer's behalf. Customer is either 1) the sole Controller of Customer's Personal Data or 2) has been instructed by and obtained authorization from the relevant Controller(s) or Processor(s) to agree to the Processing of Customer's Personal Data by JetBrains as set out in this DPA. Customer hereby appoints JetBrains as a Processor, if Customer acts as a Controller, or as an additional Processor engaged by Processor, if Customer acts as a Processor, to Process Customer's Personal Data. If there are other Controllers, Customer will identify them and inform JetBrains of any such other Controllers prior to providing the Customer's Personal Data. For the avoidance of doubt, Customer shall ensure that any other Controllers shall exercise their rights in relation to Customer's Personal Data via Customer and JetBrains shall not be obliged to perform any obligations under this DPA vis-a-vis other Controllers directly.

1.2 JetBrains shall Process types of Customer's Personal Data, as defined above as necessary to deliver the Products and Services to Customer. This Personal Data shall concern Data Subjects, as defined above. Processing will take place for the term of the Agreements or as long as Customer is using JetBrains' Products and Services which involve the Processing of Customer's Personal Data by JetBrains as a Processor, whichever is longer. The nature, purpose, and subject matter of the Processing is to provide Customer and its end-users with the JetBrains' Products and Services in accordance with Customer's instructions and the applicable Agreement.

1.3 JetBrains will Process Customer's Personal Data in accordance with Customer's documented instructions, including with regard to transfers of personal data to a third country, unless required to do so by law to which JetBrains is subject; in such case, JetBrains shall inform Customer of that legal requirement before Processing, unless that law prohibits such communication on important grounds relating to public interest. Unless stated otherwise, this DPA and its Exhibit and the Agreements, as applicable, represent the complete instructions of Customer.

1.4 JetBrains will comply with EU data protection laws and regulations ("Data Protection Laws") in respect of the Products and Services applicable to Customer. JetBrains is not responsible for determining the requirements of laws applicable to Customer's business or whether JetBrains' provision of the Products and Services meets the requirements of such laws. As between the parties, Customer is responsible for the lawfulness of the Processing of Customer's Personal Data, including ensuring that the Processing of Customer's Personal Data is based on an appropriate legal basis. Customer shall not use Products and Services in conjunction with Personal Data to the extent that doing so would violate applicable Data Protection Laws.

1.5 Taking into account the nature of the Processing and the information available to JetBrains, JetBrains will provide assistance to Customer in the scope and under the conditions set forth in section 10 of this DPA.

Section 2

Technical and organizational measures

2.1 JetBrains will implement and maintain the technical and organizational measures set forth in Exhibit 1 hereto to ensure a level of security appropriate to the risk relating to JetBrains' scope of responsibility. Exhibit 1 is, however, subject to further development. Accordingly, JetBrains reserves the right to modify Exhibit 1, provided that the functionality and security of Customer's Personal Data are not degraded.

2.2 Customer confirms that the measures described in Exhibit 1 provide an appropriate level of protection for Customer's Personal Data, taking into account the risks associated with the Processing of Customer's Personal Data.

Section 3

Data Subject Rights and Requests

3.1 To the extent permitted by law, JetBrains will inform Customer of requests from Data Subjects exercising their Data Subject rights (such as rectification, deletion, and blocking of data) addressed directly to JetBrains regarding Customer's Personal Data. JetBrains will consult with the Customer and provide to it assistance that is necessary to process such data subjects' requests, in accordance with section 10.2, using appropriate technical and organizational measures (taking into account the nature of the Processing) when responding to such Data Subject requests. For the avoidance of doubt, Customer shall remain responsible for responding to such requests from Data Subjects.

3.2 If a Data Subject brings a claim directly against JetBrains for a violation of their Data Subject rights, except when such alleged violation was caused by a breach of JetBrains' obligation under this DPA or the law applicable to JetBrains, Customer

will indemnify JetBrains for any cost, charges, damages, expenses, or loss arising from such a claim, provided that JetBrains has notified Customer about the claim and given Customer the opportunity to cooperate with JetBrains in the defence and settlement of the claim.

Section 4

Third-Party Requests and Confidentiality

4.1 JetBrains will not disclose Customer's Personal Data to any third party, unless authorized to do so by Customer in accordance with this DPA or required by law.

4.2 JetBrains requires all of its personnel authorized to Process Customer's Personal Data to commit themselves to confidentiality or ensures that they are under an appropriate statutory obligation of confidentiality, and not to Process such Customer's Personal Data for purposes other than as described in this DPA and the Agreements and, if applicable, purposes described by Customer's choices in personal data processing options.

Section 5

Audit

5.1 JetBrains shall, in accordance with Data Protection Laws, make available to Customer such information in JetBrains' possession or control as Customer may reasonably request, with a view to demonstrating JetBrains' compliance with the obligations of Processors under Data Protection Laws in relation to its Processing of Personal Data.

5.2 Customer may exercise its right of audit under Data Protection Laws in relation to Personal Data, through: (a) JetBrains' providing an audit report not older than twenty four (24) months, prepared by an independent external auditor demonstrating that JetBrains' technical and organizational measures are sufficient and in accordance with the accepted industry audit standard and that JetBrains complies with its obligations as Processor under Data Protection Laws (where possible to hold this compliance proven by such audit); and b) JetBrains' providing additional information in JetBrains' possession or control to a supervisory authority when it requests or requires additional information in relation to the Processing of Personal Data carried out by JetBrains under this DPA. For the avoidance of doubt, to the extent Customer's audit rights under the applicable law cannot be reasonably satisfied by delivering audit reports and further information in accordance with this section 5.2, JetBrains will accommodate Customer's additional audit instructions under the following conditions: any audit at JetBrains' premises shall be conducted by a qualified independent auditor appointed by Customer and reasonably acceptable to JetBrains and bound by an appropriate non-disclosure agreement, during regular business hours and with a notice to JetBrains of at least 60 days in advance. The audit shall not be carried out more than once per any given 12-month

period. Neither Customer nor the auditor shall be granted access to any data of JetBrains' other customers. JetBrains shall be entitled to refuse the auditor if it is a direct or indirect competitor of JetBrains or on other legitimate ground.

5.3 All costs related to sections 5.1 and 5.2 above shall be borne by Customer. Any further assistance will be provided in accordance with section 10.2 hereof.

Section 6

Return or Deletion of Customer's Personal Data

6.1 Upon termination or expiration of this DPA, JetBrains will either delete or return Customer's Personal Data in its possession as set out in the respective Agreement or Exhibit to this DPA, unless otherwise required by applicable law. If Customer wishes to have the Customer's Personal Data returned, it shall notify JetBrains in advance, no later than on the day of termination or expiration of the DPA. JetBrains shall be obliged to return or delete Customer's Personal Data, as applicable, within 90 days from the effective date of the termination or expiration of this DPA.

Section 7

Subprocessors

7.1 Customer authorizes JetBrains to engage other Processors (including JetBrains affiliates) listed at https://www.jetbrains.com/legal/privacy/third-parties.html to Process Customer's Personal Data ("**Subprocessors**").

7.2 Notwithstanding the above, Customer hereby provides JetBrains with general written authorization to engage other Subprocessors than those listed on the respective website pursuant to section 7.1., and/or replacing those Subprocessors with new ones. If Customer acts as a Processor, Customer confirms that the Controller has consented to JetBrains engaging other Subprocessors, as provided above in this section 7.2.

7.3 If JetBrains decides to engage a non-listed Subprocessor according to section 7.2 above, JetBrains shall inform Customer about any and all upcoming changes regarding Subprocessors (engaging new ones and/or replacing current ones) and will enable Customer to reasonably object to these changes. The obligation to inform shall be deemed fulfilled by publishing the proposed changes on the respective JetBrains website at least one (1) month before their effective date. If this method of informing Customer is not feasible, JetBrains will inform Customer about the proposed change via direct email. If Customer acts as a Processor, Customer undertakes to provide the information about the engaging of non-listed Subprocessors to Controller.

7.4 JetBrains will require Subprocessors to abide by at least the same level of data protection and security as JetBrains under this DPA and JetBrains will remain responsible to Customer for any acts or omissions of any Subprocessor that cause JetBrains to breach any of its obligations under this DPA.

Section 8

Data Transfers

8.1 Customer acknowledges and accepts that the provision of Products and Services under the Agreement may require the Processing of Personal Data by Subprocessors in countries outside the EEA.

8.2 If, in the performance of this DPA, JetBrains transfers any Customer's Personal Data to a Subprocessor located in a third country that has not been deemed by the European Commission as providing adequate level of protection (without prejudice to section 7), JetBrains shall in advance of any such transfer ensure that: (a) JetBrains and the relevant Subprocessor have executed the Standard Contractual Clauses in the extent of applicable Modules; or (b) that other appropriate safeguards under Article 46 et seq. of the GDPR are implemented.

8.3 For purpose of this DPA, the Standard Contractual Clauses mean the Standard Contractual Clauses as adopted by the EU Commission Implementing Decision EU 2021/914 of June 4, 2021; and with respect to Processing of Personal Data subject to personal data protection laws of the United Kingdom also the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses issued by issued by the Information Commissioner of the United Kingdom, including any required addendum, or their replacement.

8.4 Customer agrees that neither JetBrains nor any of its Subprocessors shall be obliged to enter into any Standard Contractual Clauses with any Customer or other Controller directly.

Section 9

Personal Data Breach

9.1 JetBrains will notify Customer as soon as reasonably practicable in compliance with applicable legislation after becoming aware of a Personal Data Breach with respect to Products and Services. JetBrains will promptly investigate the Personal Data Breach if it occurred on JetBrains infrastructure or in another area JetBrains is responsible for and will assist Customer as set out in Section 10.

Section 10

Assistance

10.1 JetBrains will assist Customer by undertaking technical and organizational measures, insofar as possible, to fulfil of Customer's obligation to comply with the rights of Data Subjects and to ensure compliance with Customer's obligations relating to the security of Processing, the notification of a Personal Data Breach and the Data Protection Impact Assessment, taking into account the information available to JetBrains.

10.2 Customer will make a written request for any assistance referred to in this DPA. JetBrains will charge Customer no more than a reasonable fee to perform such assistance. Such fees are to be set forth in a quote and agreed in writing by the parties.

Section 11

Liability

11.1 Unless otherwise stipulated herein, the provisions of the Agreement shall apply, including any exclusions and limitation of warranties and liabilities provided therein.

Section 12

Governing law and jurisdiction

12.1 This DPA shall be governed by the law of the Agreements. This DPA shall be subject to the jurisdiction of courts specified in the Agreements.

JetBrains s.r.o.

Signature _____

Name _____

Title _____

Date _____

Customer: _____

Signature _____

Name _____

Title _____

Date _____

DPA. Exhibit 1. Security measures.

Section 1

Organizational and Security measures

JetBrains hereby declares that:

1.1 JetBrains has internal personal data processing policies in place. Every employee of JetBrains is obliged to familiarize themselves with the policies before accessing personal data.

1.2 Every employee of JetBrains is obliged to sign an NDA before commencing their work at JetBrains.

1.3 The policies are reviewed annually to keep them up-to-date in accordance with the industry standards. The review is based upon testing, assessing, and evaluating the effectiveness of the covered measures for ensuring the security of the processing of personal data.

1.4 Depending on the harm caused, violation of the policies by an employee may cause penalties varying from written notice to dismissal.

1.5 Security breaches are reported to the company's senior management.

1.6 To achieve compliance with up-to-date security standards, JetBrains runs security audits for business-critical applications.

1.7 JetBrains maintains a personal data processing policy and ensures reasonable awareness of it within the company.

1.8 JetBrains ensures the compliance of Subprocessors and data processing partners with applicable data protection regulations.

1.9 JetBrains ensures reasonable awareness of the applicable data protection regulations within the company.

Section 2

Data access

2.1 Physical access to production environment of Products or Services hosted by JetBrains

(a) JetBrains uses Amazon AWS or other hosting providers as identified in this list https://www.jetbrains.com/legal/privacy/third-parties.html for hosting of data.

(b) Employed hosting providers utilize secure premises for storage and encrypted physical communications channels compliant with recent security standards.

2.2 Availability

(a) JetBrains uses scalable applications for business-critical functionality to provide full availability of its Products and Services to its users.

(b) JetBrains employs third-party hosting providers' stable infrastructure to improve the availability of its Products and Services.

(c) Employed service providers provide JetBrains with the functionality of restoring from backups for business-critical processes and restoring the availability of and access to personal data in a timely manner in the event of a physical or technical incident.

2.3 System access

(a) Access to production systems is limited to authorized employees who require the access to perform their duties.

(b) Accounts used for access to production systems are terminated when an employee leaves JetBrains.

2.4 Permissions management

(a) Access to data or systems is provided on a "need-to-know" basis.

(b) Personal data is pseudonymized where it could noticeably improve data security.

(c) Employees involved in development do not have access to production infrastructure unless it is required for the support or provision of services.

2.5 JetBrains keeps track of (logs) any important data processing activities, i.e. copying, amendment, deletion, etc., in order to enable JetBrains and Customer to demonstrate due protection of any personal data processed and compliance with data protection regulations in general.

Section 3

Data security

3.1 JetBrains makes commercially reasonable efforts to protect processed personal data from unauthorized access and to ensure the ongoing confidentiality, integrity, availability, and resilience of processing systems and services.

3.2 Data storages are encrypted when the encryption noticeably improves data security.

3.3 The transfer of data outside JetBrains premises or premises JetBrains maintains is secured with certificates of actual TLS versions, in order to prevent any unauthorized subject from capturing and reading the personal data that are subject to the transfer.

Section 4

Incident management

4.1 To respect the privacy of its users and protect the business from risks imposed by security incidents, JetBrains:

(a) Maintains breach response and breach notification policies.

(b) Maintains a data breach registry.

(c) Applies commercially reasonable efforts to:

    i. Maintain awareness of the current regulations within the company.

    ii. Audit activities related to personal data.

Shall notify the controller (and, if the controller so wishes, the corresponding authority or data subjects, the latter being subject to limitations according to Art. 34 paragraph 3 of the GDPR) of an incident without undue delay and in accordance with the GDPR.