

JetBrains Cadence Terms of Service

Version 1.0, effective as of March 4, 2025

Welcome to the JetBrains Cadence!

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

JETBRAINS CADENCE IS A SERVICE THAT ALLOWS YOU TO USE ON-DEMAND COMPUTING CAPACITY FOR YOUR MACHINE LEARNING ACTIVITIES RELATED TO YOUR USE OF CERTAIN JETBRAINS PRODUCTS.

YOU ARE SOLELY RESPONSIBLE FOR SELECTING THE FILES WHICH YOU DECIDE TO SHARE WITH US THROUGH USE JETBRAINS CADENCE AND FOR WHETHER THAT FILES CONTAINS ANY SENSITIVE OR OTHERWISE PROTECTED INFORMATION.

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

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

1. Introduction

These JetBrains Cadence Terms of Service (“Terms”) describe how You can access and use JetBrains Cadence.

Accepting these Terms creates a legal agreement between (i) JetBrains s.r.o., a company registered in the Commercial Register of the Prague Municipal Court, Section C, File 86211, ID No. 265 02 275 with its registered office at Na Hřebenech II 1718/8, Prague, 14000, Czech Republic (“JetBrains”, “We”, or “Us”) and (ii) you, either a legal entity or a natural person (“You”). JetBrains and You may each also be referred to individually as a “Party” or jointly as the “Parties”.

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

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

2. Definitions

a) Special legal phrases

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

b) Definitions

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

“Affiliate” means, with respect to any party, any entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control of that party. ‘Control’ for such purposes means the possession, direct or indirect, of the power to direct or affect the direction of the management and policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise. You are responsible for the compliance of Your Affiliate with these Terms.

“Cadence” means the hosted JetBrains service known as JetBrains Cadence.

“Computational Resource” means computing capacity provided by computation resource service providers that You may use for machine learning activities through Cadence.

“Computational Resource Service” means a Computational Resource service provided by a third-party entity that is integrated with Cadence as specified in the Documentation.

“Confirmation” means an email confirming Your rights to use Cadence and containing important information about Your Subscription.

“Credits” means tokens available to You in Cadence that can be exchanged on-demand for utilization of Computational Resource Services as specified in the Documentation.

“Documentation” means the latest versions of all online Cadence technical documentation available at <https://plugins.jetbrains.com/plugin/23731-jettrain/docs?noRedirect=true> and any other relevant Cadence policy available on the JetBrains Website that applies to Cadence.

“JetBrains Account” means an account created by You at <https://account.jetbrains.com> enabling the administration of and/or access to Cadence.

“JetBrains Website” means the Cadence product website at <https://plugins.jetbrains.com/plugin/23731-jetbrains-cadence> and any other website operated by Us.

“Subscription” means Your right to use Cadence in connection with features corresponding to Your Confirmation.

“Third-Party Software” means any third-party software program that is owned or licensed by someone other than Us.

“User” means any employee, independent contractor, or other individual who obtains access to Cadence from You (including, for the avoidance of doubt, Your Affiliates).

“Workspace” means a feature of Cadence that enables You to allocate Computational Resources to Your Users.

“Your Data” means any of Your data that is transferred to, stored in, or created in Cadence by You.

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

3. Subscription, Rights and Responsibilities

a) Subscription

i) *Subscription* – In order to use Cadence, You must have a Subscription. Your Subscription gives You and any of Your Users the ability to use Cadence in accordance with Your Confirmation. The Subscription for Cadence is free, but You need to have Credits to access and use Computational Resource Services. Each time You or Your Users request Computational Resources, the corresponding number of Credits will be deducted based on the exchange rate specified at that time in Cadence. You may purchase Credits in accordance with Section 6 of these Terms. We may also from time to time at our discretion grant You a limited number of Credits for free. You can use these Credits in the same way as the purchased Credits.

ii) *Workspace* – Your Users may access and use Cadence through the Workspace. You are responsible for the setup of the Workspace in accordance with the Documentation. The Workspace can only be activated using a JetBrains Account.

iii) *Computational Resource Service Request* – Based on the Computational Resource parameters that You or Your Users select, such as hardware type, region, and provider, Cadence will display a list of available Computational Resource Service options to You. You determine which Computational Resource Service will be used for machine learning activities with Your Data.

b) Right to use Cadence

You and Your Affiliates authorized by You can use Cadence as long as You comply with these Terms and the Documentation. Subject to Your compliance with these Terms and the Documentation, JetBrains grants You and Your Affiliates, for the duration of these Terms, a royalty-free, non-exclusive, revocable, conditional right to use Cadence as laid out in this Section and install any downloadable parts of Cadence to be used solely for this purpose.

c) Your responsibilities

You are responsible for:

- i) *Selection of Computational Resource Service* – You are solely responsible for evaluating the Computational Resource Services that can be connected to Cadence and selecting those which comply with Your security, privacy, or other internal standards.
- ii) *Sufficient Credit balance* – You are responsible for maintaining a sufficient balance of Credits to ensure the uninterrupted availability of Cadence.
- iii) *Users* – creating and maintaining the permissions You grant to Your Users and Your and Your Users’ actions and omissions while using Cadence. If You become aware that any User breaches these Terms, You must notify Us and immediately revoke that User’s access to Cadence;
- iv) *Confidentiality and security* – keeping Your usernames, passwords, and access tokens confidential and secure, and making sure that Your Users do the same;
- v) *Acceptable use* – using Cadence in accordance with the Documentation, the JetBrains Cloud-Based Product Acceptable Use Policy, which is available at <https://www.jetbrains.com/legal/docs/terms/teamware-acceptable-use/> (“Cloud-Based Product Acceptable Use Policy”) and any applicable Computational Resource Service Providers’ policies as published at <https://plugins.jetbrains.com/plugin/23731-jetbrains-cadence/docs/resources.html>;
- vi) *Equipment* – maintaining a suitable internet connection in order to access Your JetBrains Account and Cadence and to receive any deliveries (all the deliveries under these Terms will be electronic). It is also Your responsibility to have access to any hardware and software needed to use Cadence, such as a connected JetBrains product and a browser with compatible data security protocols;
- vii) *Your Data* – all Data that You or Your Users submit, store, or use in Cadence, including ensuring that it is legal for You and Your Users to do so. You are also responsible for all legal consequences, such as claims, damages, losses, liabilities, costs, and expenses, that result from Your Data. If You become aware that any of Your Data breaches these Terms or another person’s (‘third-party’) rights, You must notify Us and remove this Data from Cadence;
- viii) *Compliance with laws* – ensuring that You and Your Users use Cadence according to all applicable laws and governmental regulations.

d) Restrictions

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

- i) *Interfere* – reverse-engineer, disassemble, or decompile all or part of Cadence, or try to derive the source code of Cadence in any way, unless applicable law allows it;
- ii) *Steal* – modify all or part of the Cadence binaries, or modify, alter, tamper with, repair, or otherwise create derivative works of Cadence, unless We give You express permission;
- iii) *Transmit illegal data* – use Cadence to upload, store, or share, or allow others to upload, store, or share (‘transmit’), any material that is criminal, offensive, defamatory, or otherwise unlawful or a tort, or that breaches the privacy or intellectual property rights of anyone else (‘third-party’). We have (‘reserve’) the right, but not the responsibility, to reject or remove any Data, suspend or ban any User, or close any User account that We believe (‘in JetBrains sole discretion’) breaches these Terms, any other legal agreement with Us, or Our policies, or is otherwise illegal;
- v) *Facilitate unauthorized access* – allow unauthorized access to Cadence, unless expressly permitted by these Terms;

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

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

Summary: You can use Cadence according to these Terms. Do not breach the restrictions outlined above, as they are an important part of this agreement, and do not alter the recommended settings.

4. Intellectual Property Rights and Ownership

a) We own Cadence

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

b) You own Your Data

As between You and Us and to the extent permitted by applicable law, You own Your Data and keep all proprietary rights, including intellectual property rights to them. Every time You submit Data to Cadence, You confirm that You have the right to do so and understand that You are doing so at Your own risk, and that You are solely responsible for this Data and all consequences of its use in Cadence. You also indemnify Us from any liability relating to this Data (see the 'Indemnification' Section).

c) Feedback

You give Us the right to use, change ('modify'), commercialize, and incorporate into Cadence any of Your ideas, suggestions, recommendations, proposals, or other feedback relating to Cadence. You cannot withdraw this permission after it is given (it is 'irrevocable') and it is perpetual. We are not required to pay a fee for this feedback (it is 'royalty-free'), and We can transfer and give similar rights (' sublicense') to Your feedback to anyone else worldwide.

d) Third-Party Software

You understand that Cadence integrates Third-Party Software and that by using Cadence You might be using Third-Party Software available at: <https://www.jetbrains.com/legal/third-party-software/>.

5. Access and Your Data

a) Access control

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

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

i) *To provide You with the Cadence service* – We can access and utilize Your Data for the purpose of providing You with the Cadence service;

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

iii) *If We are legally required* – We have the right to access, review, and remove all or a part of Your or Your Users' Data if We have a good reason to ('reasonably') believe that the Data breaches the law or these Terms. You understand

that there are laws that could require Us to disclose Your Data and, if these laws apply, We are obliged to comply with them.

b) Permission to handle Your Data

If You use Cadence, You give ('grant') Us certain permissions ('rights') so that We can provide the Cadence service to You. Each of these permissions takes effect immediately when Your Data is submitted to Cadence. You understand that these permissions are necessary to use Cadence and You will not receive any payment for them.

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

Summary: You keep all rights to Your Data. However, You grant Us certain rights with respect to this Data so that We can provide Cadence and all its features to You.

6. Fees and Payments

a) Credits

i) *Purchasing Credits* – You may purchase Credits at any time through Your JetBrains Account. Credits can only be purchased directly from Us and are non-refundable unless expressly stated otherwise.

ii) *Exchange Rate and Fees* – The fees and current exchange rate for converting Credits to Computational Resources are available in the Documentation. The exchange rate is determined by the prices of Computational Resource Services set by Computational Resource Service providers and may change at any time.

iii) *Non-Currency Nature of Credits* – Credits do not represent real money ('legal tender'), currency, cryptocurrency, vouchers, or prizes, and they hold no cash value. Credits may not be sold, traded, transferred, exchanged, or bartered, and may only be used within Cadence.

b) Payments

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

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

7. Support

Your Subscription includes the support outlined on the JetBrains Website ("Support"). We will provide Support only to the extent required for You to use Cadence 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 Data to Us as part of Your Support request, We will keep it confidential. By providing Data, You give Us the necessary rights to access, view, store, and analyze it in the context of providing You with Support.

8. Confidentiality

We undertake to keep Your Data confidential, to refrain from disclosing it to any third party except as expressly permitted in these Terms or by You through Cadence, and to take commercially reasonable measures to prevent any unauthorized access to it. We will only use Your Data to provide You with Cadence or to exercise Our rights and obligations under these Terms or the applicable law. You understand that We engage third-party Computational Resource Service providers to provide the services under these Terms. When We engage a third party to host Your Data, We will ensure that such providers will be bound by a confidentiality obligation and obligation not to use Your Data that is not less restrictive than that to which We are bound in accordance with these Terms. In any case, We will remain responsible to You for any breach of the obligation under this Section by Our providers. The obligation set out in this Section does not prevent Us or Our providers from using the same or similar information obtained independently on Your Data without a breach of any contractual or other legal obligation.

9. Indemnification

a) Indemnity

If there are any claims, damages, losses, liabilities, or fees and similar expenses, including fair ('reasonable') attorney fees, brought against Us connected to Cadence that are related to any of the following claims (each of these is defined as a "Claim"):

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

ii) *Breach of these Terms* – the breach of these Terms (including the Cloud-Based Product Acceptable Use Policy) by You or any of Your Users;

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

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

then You agree to indemnify, defend, and hold Us and Our owners, directors, employees, agents, and representatives harmless, and to indemnify, defend, and hold Our affiliates and their owners, directors, employees, agents, and representatives harmless, from any and all Claims.

b) Indemnity claims

We will quickly ('promptly') let You know if someone makes a Claim. If We fail to let You know quickly, then that failure will only affect Your obligation to indemnify Us to the extent that Our failure to inform You quickly adversely affected Your ability to defend Us against the Claim. When You are defending Us against the Claim, You can choose Your own lawyer, with Our written permission. If You have Our written permission, You can resolve ('settle') the Claim as You decide ('at Your discretion'). However, We can take full control of Your defense and settlement at any time.

10. IMPORTANT – YOUR RISK AND OUR DISCLAIMERS

(RISK) CADENCE AND ANY CADENCE SUPPORT IS PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS. YOU ACCESS AND USE CADENCE AT YOUR OWN RISK.

(WARRANTIES & REPRESENTATIONS) EXCEPT AS EXPRESSLY SET OUT IN THESE TERMS, WE MAKE NO REPRESENTATIONS AND GIVE NO WARRANTIES IN RELATION TO CADENCE – EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. THIS INCLUDES WARRANTIES THAT CADENCE 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. AS STORAGE SERVICES ARE PROVIDED BY THIRD-PARTY PROVIDERS, WE CANNOT GUARANTEE THE AVAILABILITY OF ALL FEATURES, SPECIFIC STORAGE CONFIGURATIONS, OR THE UNINTERRUPTED PROVISION OF CADENCE.

WE ALSO DENY ('DISCLAIM') ALL WARRANTIES. THIS INCLUDES ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

THIS DISCLAIMER DOES NOT APPLY TO REPRESENTATIONS AND WARRANTIES THAT CANNOT BE EXCLUDED BY LAW.

(SECURITY) IT IS YOUR RESPONSIBILITY TO IMPLEMENT REASONABLE AND APPROPRIATE MEASURES TO ENSURE THE SECURITY OF YOUR ACCESS TO AND USE OF CADENCE. IF YOU BECOME AWARE OF ANY VULNERABILITIES IN CADENCE, YOU SHOULD REPORT THEM TO JETBRAINS WITHOUT UNDUE DELAY.

11. IMPORTANT – LIMITATION OF OUR LIABILITY

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

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

- a) YOUR OR YOUR USERS' INABILITY TO USE CADENCE, INCLUDING AS A RESULT OF THE CANCELLATION OF THESE TERMS;
- b) OUR DECISION TO NO LONGER PROVIDE CADENCE FOR BUSINESS, ECONOMIC, LEGAL, OR REGULATORY REASONS;
- c) YOUR HAVING MADE CADENCE AVAILABLE TO YOUR USERS;
- d) YOUR USE OF CADENCE BEING CONTRARY TO OR INCONSISTENT WITH THE DOCUMENTATION;
- e) THE COST OF PROVIDING A SUBSTITUTE FOR CADENCE;
- f) ANY UNANTICIPATED OR UNSCHEDULED UNAVAILABILITY OF CADENCE OR A PART OF IT FOR ANY REASON, INCLUDING AS A RESULT OF POWER OUTAGES, SYSTEM FAILURES, OR OTHER INTERRUPTIONS;
- g) ANY INVESTMENTS, EXPENSES, OR COMMITMENTS THAT YOU OR A MEMBER MAKE RELATING TO THESE TERMS OR YOUR ACCESS TO OR USE OF CADENCE; OR
- i) ANY MODIFICATION, DELETION, DESTRUCTION, DAMAGE, LOSS, OR FAILURE TO STORE ANY OF YOUR DATA CAUSED BY YOU OR YOUR USERS.

(MAXIMUM LIABILITY) OUR MAXIMUM, OVERALL ('AGGREGATE') LIABILITY RELATING TO THESE TERMS IS LIMITED TO THE GREATER OF FIVE (5) US DOLLARS OR THE AMOUNT THAT YOU ACTUALLY PAID TO US FOR CADENCE IN THE SIX (6) MONTHS BEFORE YOU CLAIMED THAT WE WERE LIABLE. THE MAXIMUM LIABILITY APPLIES EVEN IF WE WERE ADVISED THAT LIABILITY COULD EXCEED THE MAXIMUM LIABILITY AMOUNT OR EVEN IF THE LEGAL BASIS (I.E. TORT, BREACH OF CONTRACT, EQUITY, OR A SIMILAR BASIS) FOR A REMEDY IS INVALID.

12. Temporary Suspension

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

- i) *Exceeding the usage limits* – There are insufficient Credits available in Your JetBrains Account to exchange for Computational Resources;

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

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

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

13. Term and Termination

a) Term

These Terms will commence upon their acceptance, as set out in the preamble above, and will continue until terminated either by You or Us as described in these Terms.

b) Termination by You

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

c) Termination by Us

We may terminate these Terms and Your Subscription if:

- i) You materially breached these Terms and failed to remedy the breach within thirty (30) days of written notice;
- ii) We are required to do so by law (for example, where the provision of Cadence to You is, or becomes, unlawful);
- iii) We elect to discontinue providing Cadence, in whole or in part; or
- iv) Neither You nor any of Your Users logged in for at least three (3) calendar years in a row.

We will make a reasonable effort to notify You via email (to the email address of the billing or technical contact provided by You) thirty (30) days prior to termination of these Terms in the events specified in Sections 13 c) ii) and 13 c) iii) above.

In the event of termination for cause specified in Section 13 c) iv), We will make reasonable efforts to notify You three (3) days prior to termination of these Terms.

d) Effect of termination

Upon the expiration or termination of these Terms, Your Subscription will be terminated and You will have no further rights to use Cadence; however, Sections 4 c), 4 d), 6, 8, 9, 10, 11, 14, and 17 of these Terms will remain in effect. Upon the expiration or termination of these Terms, Your Data will be permanently deleted.

14. Marketing

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

15. Notices

a) Notices by You

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

- i) by sending an email to legal@jetbrains.com. Any time period starts on the next business day after You send the email;
- ii) by courier delivery of a letter marked for the attention of the 'Legal Department' at the physical address published on the JetBrains Website. Any time period starts five (5) business days from when You send the letter; and
- iii) by registered post, marked for the attention of the Legal Department at the address displayed on the JetBrains Website. Any time period starts ten (10) business days from when You send the letter.

b) Notices by Us

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

- i) by posting the information on the JetBrains Website. Any time period starts on the day specified on the JetBrains Website;
- ii) by sending an email to the email address to which Your Confirmation was sent. Any time period starts on the next business day after We send the email.

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

16. Export Control Laws

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

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

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

17. General Provisions

a) These Terms and their Parties

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

b) Personal Data

Any information directly or indirectly identifying an individual or other data protected under any applicable law as personal data (“Personal Data”) that We will process on Your behalf in connection with these Terms will be processed in accordance with the Data Processing Addendum at <https://www.jetbrains.com/legal/dpa> which is a part of (‘incorporated into’) these Terms.

You acknowledge that any Personal Data You input into Cadence may be processed and stored across various jurisdictions based on Your selected preferences and permissions. If You select a Computational Resource Service processing Your Data outside of the European Economic Area, You instruct Us to export Your Data (including any Personal Data) into that location and process it there. You are solely responsible for ensuring that such processing will be compliant with applicable laws for personal data protection. We may also process some of Your Personal Data in connection with these Terms in Our capacity as a data controller in accordance with Our Privacy Notice at <https://www.jetbrains.com/legal/docs/privacy/privacy>.

c) Governing law and disputes

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

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

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

d) Force Majeure

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

e) Severability

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

f) Interpretation

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

g) Waiver

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

h) Changes to Terms and policies

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

- i) displaying the updated Terms to You in Cadence;
- ii) displaying the updated Terms in Your JetBrains Account; or
- iii) sending the updated Terms to the email address used in Your JetBrains Account.

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

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

i) Relationship

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

j) Contract review

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

- i) You have had sufficient opportunity to read, review, and consider these Terms;
- ii) You understand the content of each paragraph of these Terms; and
- iii) You have had sufficient opportunity to seek independent professional legal advice.

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

k) Reservation of rights

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

l) Children and minors

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

- i) You have the legal capacity to enter into these Terms, or, if You are between the age of 13 and 18, You have valid consent from a parent or legal guardian to do so; and
- ii) You understand the JetBrains Privacy Notice, available at <https://www.jetbrains.com/legal/docs/privacy/privacy.html>.

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

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