

# JETBRAINS PROFESSIONAL SERVICES TERMS AND CONDITIONS

Version 1.0, effective as of May 30, 2024

## 1. INTRODUCTION

These JetBrains Professional Services Terms and Conditions (“**Terms**”) describe the rights and obligations applicable to the provision of consultancy, onboarding, integration, training, support, or other services relating directly or indirectly to JetBrains Products. Accepting any Order referencing these Terms creates a legal agreement between 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 You, the legal entity signing an Order (“**Customer**” or “**You**”). We and You may each also be referred to individually as a “**Party**” or jointly as the “**Parties**”. By signing an Order 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.

## 2. DEFINITIONS

There are certain 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 the common control of that Party. “**Control**” 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.

“**Consulting Services**” means any consulting, onboarding, integration, or installation support services or other services relating directly or indirectly to Our Product(s) as further specified in the respective Order.

“**JetBrains Website**” means any website that is the property of JetBrains, including any websites hosted under the domains listed at <https://www.jetbrains.com/legal/websites/>.

“**Order**” means a written document describing the scope and further details of Professional Services agreed between the Parties and referencing these Terms.

“**Product**” means any generally available JetBrains product that is currently available for purchase on the JetBrains Website or offered to You based on a separate agreement.

“**Professional Services**” means either Consulting Services or Training Services.

“**Site**” means the location at which Professional Services are to be provided.

“**Training Services**” means any training services relating directly or indirectly to Our Product(s) as further specified in the respective Order.

## 3. PROFESSIONAL SERVICES

3.1. Scope of Professional Services. If You wish to engage Us to provide You with Professional Services, You need to submit a request via an email or a support ticket specifying in sufficient detail the nature and scope of Professional Services. We will then review Your request and liaise internally to define the final nature, scope, pricing, and other necessary terms of the Professional Services We are able to supply to You based on Your request. We will try to respond to Your request in a reasonable timeframe. We reserve the right to refuse any request for the provision of Professional Services for any or no reason.

3.2. Ordering of Professional Services. The details of our engagement must be agreed between You and Us in the Order. The Order for JetBrains Professional Services can be entered into either in the form of a mutually signed document or as a quote issued by Us and accepted by You. Your payment of a quote issued by Us creates the Order under the terms specified in the quote. We will only be obliged to provide You with Professional Services if You

have paid all fees under the Order prior to the commencement of Professional Services, unless the Order expressly provides otherwise.

3.3. Changes. Any changes to the terms of a mutually accepted Order may only be made by amending the Order or issuing a new one. We may, but are not obliged to, accept any change request. The agreed changes of the Order must be confirmed between You and Us in writing.

3.4. Time and Place of Performance. Professional Services will be delivered during the term specified in the Order or otherwise agreed between Your and Our representatives in writing. Professional Services will start on the date specified in the Order and will be provided during normal business hours, Monday to Friday, and not exceeding eight (8) hours in any one (1) business day. Professional Services will be delivered to the Customer remotely.

3.5. Subcontractors. We may use third-party service providers to provide Professional Services. We will be responsible for all such subcontractors engaged by Us.

3.6. Acceptance. After the provision of any Professional Service (or a phase thereof) has been completed, We will have the right to demand that You sign a document confirming such completion, promptly on Our request.

3.7. Nature of Professional Services. Beyond what has been agreed in the Order, We are not required to deliver, modify, or develop any Product (or any product at all) in the scope of Professional Services, or tailor Professional Services to Your specifications. Professional Services do not:

- (a) constitute delivery of a specific or customized product, including any feature implementation or other similar services to specification;
- (b) constitute procurement, technical, or development advice, except of a general nature;
- (c) constitute an endorsement of any company, service, or product;
- (d) entail any other representation.

3.8. Personnel and Non-Solicitation. Professional Services will be rendered by Our suitably qualified and experienced personnel and/or (sub)contractors. During the term of each Order, and for a period of six (6) months following the expiration or termination thereof, You will not actively solicit the employment of Our personnel involved directly with providing Professional Services under the respective Order.

#### **4. CUSTOMER'S RESPONSIBILITIES**

4.1. Customer's Cooperation. You must provide Us with all cooperation specified in the Order or reasonably required to complete the Professional Services, which includes granting Us access to relevant information, Your personnel, and Your systems needed for providing Professional Services.

4.2. Access to Your Site. If it is agreed in the Order that the place of performance is at Your Site, You must provide appropriate access to the Site (including any necessary security clearances), equipment, and instructions to enable Us to provide Professional Services. 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. You agree that We can change, delay, or cancel Professional Services provided at Your Site at any time, including after they have commenced, if We believe that the safety or well-being of Our employees, contractors, or representatives is compromised in any way.

4.3. Equipment. Unless agreed otherwise, You will provide suitable projection and presentation equipment to enable Us to provide Training Services.

#### **5. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP**

5.1. Intellectual Property. 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, copyrights, trademarks, patents, and other unregistered intellectual property rights, directly or indirectly relating to or arising in connection with Our Professional Services. These are Our rights. No title or proprietary rights are transferred under these Terms.

5.2. Feedback. You give Us the right to use, change, commercialize, and incorporate into Our Products or Professional 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, and it is perpetual and irrevocable. We are not required to pay a fee for this feedback (it is royalty-free), and We can transfer and give similar rights to (sublicense) Your feedback to anyone else worldwide.

## 6. FEES AND PAYMENTS

6.1. Fees. In consideration for Professional Services, You will pay Us the amount set out in the Order, at such time as set out therein. Unless the Order expressly provides otherwise, You have to pay all of the fees before the commencement of Professional Services.

6.2. 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/](http://www.jetbrains.com/legal/docs/store/terms/)) or in accordance with the terms provided to You by Your authorized JetBrains reseller or distributor, whichever are applicable.

6.3. No 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.

## 7. RECORDING OF TRAINING SERVICES

You must not record the Training Services in any way without Our prior written permission. This includes audio and video recordings of all Training Services, as well as still pictures and written materials. If We give You permission to record any part of the Training Services, You must only use the recording for internal educational purposes within Your organization and not for any other purpose. You must not use, share, broadcast, or otherwise distribute such a recording outside Your organization. Any recordings of the Training Services, in any form, are Our exclusive intellectual property.

## 8. CONFIDENTIALITY

8.1. Confidentiality Obligations. The Party receiving Confidential Information of the other Party agrees to exercise reasonable precautions to prevent unauthorized disclosure of Confidential Information to any third party, in whole or in part, and not to use received Confidential Information for any purpose other than in relation to Professional Services. “**Confidential Information**” means any information labeled as confidential or information that a reasonably prudent person in the same situation as the recipient would understand to be confidential. Each Party will treat the other Party’s Confidential Information with at least the same care it employs to protect its own confidential information (except neither Party shall be excused from its own negligence). Each Party may disclose Confidential Information to its Affiliates or professional advisors/staff, provided that it assumes liability and responsibility for their compliance with these Terms. In the event of an unauthorized disclosure, loss, or theft of any Confidential Information by or from the receiving Party, the receiving Party must be notified in writing immediately.

8.2. Exceptions. The obligations set out in this section will not apply to Confidential Information which:

- (a) is or becomes known publicly through no wrongful act of the recipient;
- (b) was, through no wrongful act of any Party, already known to the recipient at the time of disclosure as shown by the recipient’s prior written records;
- (c) is obtained by the recipient from a third party under no obligation to the disclosing Party;
- (d) is independently developed by an employee, agent, or consultant of the recipient with no access to the disclosing Party’s Confidential Information;
- (e) is approved for release by written authorization of the disclosing Party.

8.3. Return or Destruction. The recipient agrees to take all reasonable steps to promptly return and/or destroy, upon written request, the disclosing Party's Confidential Information. Destruction shall be certified in writing by the recipient. The recipient may, subject to the terms of the Order and these Terms, retain one backup copy of the disclosing Party's Confidential Information solely to meet legal or regulatory obligations.

8.4. Duration of Confidentiality Obligation. Unless the Parties otherwise agree in writing, the recipient's duty to protect Confidential Information expires three (3) years from disclosure. However, the recipient's duty to protect the disclosing Party's trade secrets shall last as long as and to the extent that such information remains a 'trade secret', if such trade secrets are identified as such in writing by the disclosing Party.

## **9. PERSONAL DATA**

9.1. Data Processing Addendum. Any information directly or indirectly identifying an individual or other data protected under an 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 deemed to be an integral part of these Terms.

9.2. Privacy Notice. We may also process some Personal Data shared or made available by You or Your users in connection with these Terms as a data controller. Such Personal Data will be processed by Us in accordance with the JetBrains Privacy Notice at <https://www.jetbrains.com/legal/docs/privacy/privacy/>.

## **10. WARRANTIES**

EXCEPT AS EXPRESSLY AGREED IN THE ORDER, WE MAKE NO WARRANTY REGARDING PROFESSIONAL SERVICES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE (AND OUR AFFILIATES, SHAREHOLDERS, AGENTS, DIRECTORS, AND PERSONNEL), OUR LICENSORS, SUPPLIERS (INCLUDING PROVIDERS OF THIRD-PARTY SOFTWARE), AND DISTRIBUTORS/RESELLERS DISCLAIM ALL WARRANTIES AND CONDITIONS NOT SPECIFICALLY INCLUDED IN THESE TERMS, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

## **11. LIMITATION OF LIABILITY**

11.1. EXCLUSIONS OF LIABILITY. 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 DATA, 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 PROFESSIONAL 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.

11.2. LIMITATION OF LIABILITY. IN ANY EVENT, OUR MAXIMUM, OVERALL ('AGGREGATE') LIABILITY RELATING TO THESE TERMS IS LIMITED TO THE AMOUNT ACTUALLY PAID BY THE CUSTOMER FOR PROFESSIONAL SERVICES UNDER THE RELEVANT ORDER IN CONNECTION WITH WHICH THE LIABILITY AROSE.

## **12. TERM AND TERMINATION**

12.1. Term. These Terms become effective with respect to an Order on the effective date of the Order and will continue until completion of the Professional Services unless the Order is terminated earlier by either Party.

12.2. Termination for Cause by You. You may terminate any Order by giving written notice to Us if We materially breach the Order or these Terms and fail to remedy the breach within thirty (30) calendar days after receipt of the

written notice specifying the breach. In the event of termination of an Order based on this provision, You will be entitled to a refund of any unused portion of prepaid fees.

12.3. Termination by Us. We may immediately terminate the Order or, at Our sole discretion, suspend Professional Services or any part thereof, if:

- (a) You materially breach the Order or these Terms (including, but not limited to, failure to make timely payment of any fee), and fail to remedy such breach within three (3) consecutive days of being notified by Us;
- (b) You have stopped operating in the usual course of business, have transferred or assigned all or substantially all of Your assets for the benefit of creditors or made a similar arrangement, or are undergoing bankruptcy, reorganization, liquidation, dissolution, or a similar proceeding;
- (c) We are required, or decided, to no longer provide Professional Services, for any legal or regulatory reason.

12.4. Effect of Termination. Upon termination or expiration of an Order, We will invoice You for any Professional Services that have not been paid prior to the effective date of termination or expiration. If an Order is terminated according to Sections 12.3. (b) or (c), You will be entitled to a refund of any unused portion of prepaid fees for Professional Services, if applicable. Section 5 (Intellectual Property Rights and Ownership), 6 (Fees and Payments), 7 (Recording of Training Services), 8.4 (Duration of Confidentiality Obligation), 10 (Warranties), 11 (Liability), 12.4. (Effect of Termination), 13 (Export Control), and 14 (Miscellaneous) shall continue in full force and effect.

## 13. EXPORT CONTROL

13.1. Export Control Compliance. Each Party must comply with all applicable laws and regulations with regard to economic sanctions, export controls, import regulations, restrictive measures, and trade embargoes, including those of the European Union and the United States (“Export Control Laws”). You agree that You will not use Professional Services or deliverables created as their result for any end-use prohibited or restricted by Export Control Laws.

13.2. Reporting of Non-Compliance. You must immediately report any concerns of non-compliance regarding Export Control Laws to [legal@jetbrains.com](mailto:legal@jetbrains.com) and cooperate with Us in Our efforts to verify and ensure compliance with Export Control Laws.

## 14. MISCELLANEOUS

14.1. Entire Agreement. These Terms constitute (together with the applicable Order) the entire agreement with respect to Professional Services and replace any and all prior or contemporaneous oral, email, or written representations, communications, advertising, or understanding between the Parties with respect to its subject matter. In the event of any discrepancy between provisions of these Terms and the mutually signed Order, the provisions of the mutually signed Order will prevail. Except as expressly mentioned, these Terms do not apply or give rights to any third-party beneficiaries.

14.2. Your Conditions Excluded. Any specific or general terms and conditions that You add are excluded, even if You refer to such terms. No Order, Your purchasing terms, handwritten, emailed, or typewritten text, or another document that modifies these Terms or Order is applicable unless signed by You and Us. Our action or conduct does not constitute acceptance of any specific or general terms or conditions put forward by You.

14.3. Reservation of Rights. We reserve the right at any time to change these Terms, list prices, general availability, and other characteristics of Professional Services.

14.4. Severability. If a particular provision of these Terms is not enforceable, or held to be invalid, the unenforceability of that provision will not affect any other provisions of these Terms and the remainder of these Terms will continue in full force and effect.

14.5. Interpretation. Headings and titles are for convenience only and do not affect the interpretation of these Terms. References to times or periods of time are determined in reference to Central European Time.

14.6. Assignability. You may assign these Terms or any Order referencing them only subject to Our prior written approval. In case of a merger or sale of all or substantially all of Your assets or stock to another entity, We will not

unreasonably withhold Our approval. Any attempted assignment of these Terms or an Order without Our prior written approval shall be void and of no effect. You agree that We may assign these Terms or an Order to Our Affiliates upon prior written notice.

14.7. No Waiver. A waiver by either Party of any term or condition of these Terms or any breach thereof, in any one instance, shall not waive such term or condition for any subsequent breach.

14.8. Equitable Relief. Nothing in these Terms will prevent either Party from pursuing or seeking any equitable remedy under applicable law.

14.9. Notice by Us. We may deliver any notice to You via email to an email address provided by You, or via Your JetBrains Account, registered mail, personal delivery, or reputable express courier (such as DHL, FedEx, or UPS) to the address register. Any such notice will be deemed to be effective:

- (a) on the day the notice is sent to You via email;
- (b) upon being uploaded to Your JetBrains Account (irrespective of when You actually receives it);
- (c) upon personal delivery;
- (d) one (1) day after deposit with an express courier;
- (e) five (5) days after deposit in the mail, whichever occurs first.

14.10. Notice by You. You may deliver any notice to Us by sending an email to [legal@jetbrains.com](mailto:legal@jetbrains.com), by reputable express courier delivery marked "Attention Legal Department" at the address listed on the JetBrains Website, or by personal delivery. The Notice shall be deemed effective:

- (a) upon notification from Us that the email was received;
- (b) upon personal delivery;
- (c) one (1) day after deposit with an express courier.

14.11. Governing Law; Dispute Resolution. These Terms and applicable Orders 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 and all such Disputes will be finally decided by the Arbitration Court attached to the Czech Chamber of Commerce and the Agricultural Chamber of the Czech Republic by three (3) arbitrators in accordance with the Rules of that Arbitration Court, and the language of the proceedings will be English. Notwithstanding this, You agree that We will still be allowed to apply for payment orders (or otherwise enforce payment for Professional Services provided under these Terms) in the jurisdiction in which You have Your registered seat or principal place of business, and for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

14.12. Force Majeure. Neither Party shall be in breach of the Order or these Terms, or otherwise liable to the other, by reason of any delay in performance, or non-performance, of any of its obligations under the Order or these Terms (except payment obligations), arising directly from an Act of God, fire, flood, natural disaster, an act of terrorism, strike, lock-out, labor dispute, public health emergency, civil commotion, riot, or act of war.

14.13. Authorization. The person accepting the Order represents and warrants that they are authorized to do so on behalf of their Party.

14.14. Relationship. We and You are independent parties. The Order and these Terms do not create a partnership, franchise, joint venture, agency, fiduciary, employment, or similar type of legal relationship.