JetBrains Exception Analyzer Agreement

Version 1.0, effective as of March 15th, 2018

1. Parties

1.1. "JetBrains" or "We" means JetBrains s.r.o., having its principal place of business at Na hrebenech II 1718/8, Prague, 14000, Czech Republic, registered in the Commercial Register maintained by the Municipal Court of Prague, Section C, File 86211, ID. No.: 265 02 275.

1.2. "User" or "You" means the individual given the right to use JetBrains Exception Analyzer Service in accordance with this Agreement. For the avoidance of doubt, User is a natural person and not a corporation, company, partnership or association, or other entity or organization.

2. Definitions

2.1. "Agreement" means this JetBrains Exception Analyzer Agreement.

2.2. "JetBrains Products and Services" means any generally available JetBrains software product identified by JetBrains as an individual developer tool, teamware tool, or online service including, but not limited to, JetBrains Exception Analyzer. For the avoidance of doubt, JetBrains Exception Analyzer is not produced to the specifications of User nor customized through modification or personalization, and is intended for mass use.

2.3. "JetBrains Website" means any website that is the property of JetBrains s.r.o. ("JetBrains", "we"), including but not limited to everything hosted under the domains listed at https://www.jetbrains.com/legal/websites/.

2.4. "Privacy Policy" means the JetBrains Privacy Policy available at https://www.jetbrains.com/legal/docs/privacy/privacy.html, which may be updated from time to time.

2.5. "Personal data" means any information relating to an identified or identifiable natural person.

2.6. "JetBrains Exception Analyzer Service" means the JetBrains Exception Analyzer software products and related services described in clause 3.

2.7. "Dedicated Account" means an account User sets up in order to use JetBrains Exception Analyzer.

3. General

JetBrains Exception Analyzer Service allows storing user-submitted data which contains error logs of JetBrains Products and Services. The submitted data is used for further investigations by JetBrains, in order to resolve programming errors in JetBrains Products or Services and/or provide its users with technical support.

4. Grant of Rights

Subject to the terms, conditions, and limitations set forth in this Agreement, including any amendments thereto, JetBrains hereby grants You a limited, non-exclusive, non-transferable right to use JetBrains Exception Analyzer Service as follows:

4.1. You may:

4.1.1. upload error logs to be used by JetBrains to provide You with technical support;

4.1.2. access reported data authorized with Dedicated Account;

4.1.3. update data of your account or request JetBrains to do so if You find any inconsistencies in the Personal data within the account; and

4.1.4 use JetBrains Exception Analyzer Service only for personal and internal business purposes.

4.2. Without written permission from JetBrains, You may not:

4.2.1. use JetBrains Exception Analyzer Service to upload data other than that required for JetBrains technical support;

4.2.2. share a link to uploaded data with a person other than JetBrains representatives;

4.2.3. upload data containing malware or data restricted by legislation;

4.2.4. upload any data which could cause harm to JetBrains, its facilities, or any environment that JetBrains uses to run its services;

4.2.5. remove any copyright or other proprietary notices displayed or contained in JetBrains Exception Analyzer Service;

4.2.6. modify or alter JetBrains Exception Analyzer Service content in any way; or

4.2.7. distribute, sell, lease, rent, or provide JetBrains Exception Analyzer Service to others.

4.3. The rights granted to you for use of JetBrains Exception Analyzer Service constitute a right to use and not a transfer of title.

4.4. JetBrains reserves the exclusive right to revoke authorization to view or download JetBrains Exception Analyzer Service content at any time, and You shall discontinue such use immediately upon notice from JetBrains.

4.5. Due to the nature of provided services, usage of JetBrains Exception Analyzer Service is governed by this Agreement and the JetBrains Website Agreement available at https://www.jetbrains.com/legal/docs/company/useterms.html.

5. Personal Data

5.1 In connection with Your use of the JetBrains Products and Services, We and our associated companies will process Personal data of You as a User, in particular, Your contact and identification details, and data about usage of our software and services, for the following purposes:

5.1.1. To provide You with software, services, or information;

5.1.2. To protect Us from piracy and unlawful use of Our software or services;

5.1.3. To improve Our offerings based on usage;

5.1.4. For Our internal evidence and to protect the rights and interests of Us and other users;

5.1.5. To promote and market Our software and services; and

5.1.6. To fulfil legal duties stipulated by accounting, taxation, and other laws.

You may object to the processing of Your Personal data for the purposes 5.1.2-5.1.5 at any time. More detailed information about Personal data processing for the above-mentioned purposes and about Your rights can be found in the Privacy Policy.

5.2 For the above purposes, JetBrains may collect, among others, Your IP address, cookies, username, email address, and password.

5.3 The processing of any Personal data that we collect from You is governed by our Privacy Policy, by the JetBrains Website Terms available at https://www.jetbrains.com/legal/docs/company/useterms.html, by this Agreement, and by any other agreement you may have entered into with JetBrains which specifically addresses the processing of Personal data.

5.4. You will not upload any Personal data, sensitive data, confidential information or proprietary code using JetBrains Exception Analyzer Service.

5.5. You have to keep Your Personal data up-to-date, update the information or report it to JetBrains if any inconsistency takes place.

6. Term and Termination

6.1. The term of this Agreement will commence upon the acceptance of this Agreement by User. By using JetBrains Exception Analyzer Service, User agrees to be bound by the terms of this Agreement.

6.2. You may terminate this Agreement at any time via Your JetBrains Exception Analyzer Service. If such termination occurs during a then-current subscription period, this Agreement will continue to be effective until the end of that subscription period.

6.3. JetBrains may terminate this Agreement if:

(A) User has materially breached this Agreement and fails to cure such breach within thirty (30) days of written notice thereof;

(B) JetBrains is required to do so by law (for example, where the provision of JetBrains Exception Analyzer Service functionality to User is, or becomes, unlawful); or

(C) JetBrains elects to discontinue providing JetBrains Exception Analyzer Service, in whole or in part.

6.4. JetBrains will make reasonable efforts to notify User via email as follows:

(A) Thirty (30) days prior to termination of the Agreement in the events specified in Section 6.3(C) above.

(B) Three (3) days prior to termination of the Agreement in the event specified in Section 6.3(B).

7. Export Controls

User shall comply with all applicable laws and regulations with regards to economic sanctions, export controls, import regulations, and trade embargoes (all herein referred to as "Sanctions"), including those of the European Union and United States (specifically the Export Administration Regulations (EAR)). User declares that it is not a person targeted by Sanctions nor is it otherwise owned or controlled by or acting on behalf of any person targeted by Sanctions. Further, User warrants that it will not download or otherwise export or re-export software or any related technical data directly or indirectly to any person targeted by Sanctions or download or otherwise use software for any end-use prohibited or restricted by Sanctions.

8. Limited Liability

JETBRAINS EXCEPTION ANALYZER SERVICE IS PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES. USE OF JETBRAINS EXCEPTION ANALYZER SERVICE IS AT YOUR OWN RISK. JETBRAINS MAKES NO WARRANTY AS TO ITS USE OR PERFORMANCE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, JETBRAINS, AND ITS SUPPLIERS AND RESELLERS, DISCLAIM ALL WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, WITH REGARD TO JETBRAINS EXCEPTION ANALYZER SERVICE, AND THE PROVISION OF OR FAILURE TO PROVIDE TECHNICAL SUPPORT. THIS LIMITED WARRANTY GIVES USER SPECIFIC LEGAL RIGHTS. USER MAY HAVE OTHER RIGHTS, WHICH VARY FROM STATE/JURISDICTION TO STATE/JURISDICTION. JETBRAINS (AND ITS AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES) DOES NOT WARRANT THAT JETBRAINS EXCEPTION ANALYZER SERVICE IS ACCURATE, RELIABLE, OR CORRECT; THAT JETBRAINS EXCEPTION ANALYZER SERVICE WILL MEET USER'S REQUIREMENTS; THAT JETBRAINS EXCEPTION ANALYZER SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED, OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT JETBRAINS EXCEPTION ANALYZER SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF JETBRAINS EXCEPTION ANALYZER SERVICE ARE DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD.

9. Disclaimer

9.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL JETBRAINS (OR ITS AFFILIATES, AGENTS, DIRECTORS, OR EMPLOYEES), OR JETBRAINS' LICENSORS, SUPPLIERS, OR RESELLERS BE LIABLE TO YOU OR ANYONE ELSE FOR: (A) ANY LOSS OF USE, DATA, GOODWILL, OR PROFITS, WHETHER OR NOT FORESEEABLE; (B) ANY LOSS OR DAMAGES IN CONNECTION WITH TERMINATION OR SUSPENSION OF YOUR ACCESS TO JETBRAINS EXCEPTION ANALYZER SERVICE IN ACCORDANCE WITH THIS AGREEMENT, OR (C) ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHATSOEVER (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES), INCLUDING THOSE (X) RESULTING FROM LOSS OF USE, DATA, OR PROFITS, WHETHER OR NOT FORESEEABLE, (Y) BASED ON ANY THEORY OF LIABILITY, INCLUDING BREACH OF CONTRACT OR WARRANTY, STRICT LIABILITY, NEGLIGENCE, OR OTHER TORTIOUS ACTION, OR (Z) ARISING FROM ANY OTHER CLAIM ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF OR ACCESS TO JETBRAINS EXCEPTION ANALYZER SERVICE, OR SUPPORT. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

9.2. OUR TOTAL LIABILITY IN ANY MATTER ARISING OUT OF OR IN RELATION TO THIS AGREEMENT IS LIMITED TO FIVE (5) US DOLLARS. THIS LIMITATION WILL APPLY EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF LIABILITY EXCEEDING SUCH AMOUNT AND NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

10. Miscellaneous

10.1. Entire Agreement. This Agreement, together with the JetBrains Website Agreement available at https://www.jetbrains.com/legal/docs/company/useterms.html and the Privacy Policy, constitutes the entire agreement between the parties concerning its subject matter and supersedes any prior agreements between You and JetBrains regarding Your use of any JetBrains software covered by JetBrains Exception Analyzer Service. No purchase order, other ordering document, or any handwritten or typewritten text which purports to modify or supplement the printed text of this Agreement or any schedule will add to or vary the terms of this Agreement unless signed by both User and JetBrains.

10.2. Reservation of Rights. JetBrains Exception Analyzer Service is the property of JetBrains or its suppliers. JetBrains Exception Analyzer is provided for Your use, not sold. Title and copyrights to JetBrains Exception Analyzer, in whole and in part and all copies thereof, and all modifications, enhancements, derivatives, and other alterations of JetBrains Exception Analyzer, regardless of who made any modifications, if any, are, and will remain, the sole and exclusive property of JetBrains and its suppliers. JetBrains reserves the right at any time to cease the operation of JetBrains Exception Analyzer Service and to alter prices, features, specifications, capabilities, functions, terms of use, release dates, general availability, or other characteristics of JetBrains Exception Analyzer Service.

10.3. Changes to this Agreement. We may update or modify this Agreement from time to time, including any referenced policies and other documents. If a revision meaningfully reduces Your rights, We will use reasonable efforts to notify You (for example, by contacting you at the email address that You have provided to us, by posting on JetBrains Website, or via JetBrains Exception Analyzer Service itself). If We modify this Agreement, the modified version of the Agreement will be effective immediately. In this case, if You object to the updated Agreement terms, as Your exclusive remedy, You may terminate this Agreement. You may be required to click through the updated Agreement to show Your acceptance.

10.4. Severability. If a particular term of this Agreement is not enforceable, the unenforceability of that term will not affect any other terms of this Agreement.

10.5. Headings. Headings and titles are for convenience only and do not affect the interpretation of this Agreement.

10.6. No Waiver. Our failure to enforce or exercise any part of this Agreement is not a waiver of that section.

10.7. Governing Law. This Agreement will be governed by the laws of the Czech Republic, without regard to conflict of laws principles. User agrees that any litigation relating to this Agreement may only be brought in, and will be subject to the jurisdiction of, any competent court of the Czech Republic. The parties agree that the United Nations

Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

10.8. You declare that You have had sufficient opportunity to review this Agreement, understand the content of all of its clauses, negotiate its terms, and seek independent professional legal advice in that respect before entering into it. Consequently, any statutory "form contract" ("adhesion contract") regulations shall not be applicable to this Agreement.

10.9. The parties to this Agreement undertake to make their best efforts to settle any disputes arising hereunder ("Dispute") amicably. Should the parties to this Agreement fail to settle a Dispute amicably, User has a right to submit a Dispute for an out-of-court resolution to the Czech Trade Inspection Authority, web address:www.coi.cz.

10.10. Notice. JetBrains may deliver any notice to User via electronic mail to an email address provided by User, JetBrains Exception Analyzer Service, registered mail, personal delivery, or a renowned express courier (such as DHL, FedEx, or UPS). Any such notice will be deemed to be effective (i) on the day the notice is sent to User via email, (ii) upon being uploaded to JetBrains Exception Analyzer Service (irrespective of when User actually receives it), (iii) upon personal delivery, (iv) one (1) day after deposit by an express courier, (v) or five (5) days after deposit in the mail, whichever occurs first.

10.11. Children and minors. If You are under 18 years old, then by entering into this Agreement you explicitly stipulate that (i) You have legal capacity to conclude this Agreement or that you have valid consent from a parent or legal guardian to do so and (ii) You understand the JetBrains Privacy Policy available at:https://www.jetbrains.com/legal/docs/privacy/privacy.html. You may not enter into this Agreement if you are under 13 years old. IF YOU DO NOT UNDERSTAND THIS SECTION, DO NOT UNDERSTAND THE JETBRAINS PRIVACY POLICY, OR DO NOT KNOW WHETHER YOU HAVE THE LEGAL CAPACITY TO ACCEPT THESE TERMS, PLEASE ASK YOUR PARENT OR LEGAL GUARDIAN FOR HELP.

For exceptions or modifications to this Agreement, please contact JetBrains at:

Address: Na hrebenech II 1718/8, Prague, 14000, Czech Republic

Fax: +420 241 722 540

Email: legal@jetbrains.com