

# Datalore (On-Premises) License Agreement

Version 3.3, effective as of July 03, 2023

Welcome to JetBrains Datalore!

This Agreement constitutes a legally binding document, and it is important that You read it carefully.

JETBRAINS DATALORE REQUIRES A HEIGHTENED AWARENESS OF SECURITY-RELATED ISSUES, ESPECIALLY WHEN SHARING DATA WITH THIRD PARTIES. PLEASE TAKE STOCK OF THE CHARACTERISTICS AND CAPABILITIES OF JETBRAINS DATALORE BY READING THE DOCUMENTATION AND FAMILIARIZE YOURSELF WITH YOUR RESPONSIBILITIES AS SET OUT IN THIS AGREEMENT. PLEASE NOTE THE DISCLAIMERS AND LIMITATIONS OF LIABILITY IN SECTIONS 8 AND 9 BELOW.

You understand that by accepting this Datalore (On-Premises) License Agreement (by clicking the “I agree” or a similar button or by accessing or using Datalore), You enter into a legal agreement and agree to certain legal conditions for Yourself or for the legal entity that You represent.

By accepting this Datalore (On-Premises) License Agreement, You confirm that You understand it, agree to it, and are at least 13 years of age.

## 1. Introduction

This JetBrains Datalore (On-Premises) License Agreement (“**Agreement**”) describes how You can access, purchase, and use Datalore.

Accepting this Agreement 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**”).

If You accept this Agreement 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 this Agreement is accepted using an email address provided by 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 this Agreement creates a legal agreement between You and JetBrains. There are legal implications to accepting this Agreement.***

## 2. Definitions

### a) Special legal phrases

There are certain phrases that have an accepted meaning for lawyers. To ensure this Agreement is 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 this Agreement that have a particular defined meaning. When the word or phrase is used for the first time, it is defined and capitalized. This Agreement also uses 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 this Agreement.

"**Confirmation**" means an email confirming Your rights to use Datalore and containing important information about Your Subscription Plan, such as (including, but not limited to) the Subscription Period, the price of Your Subscription, and the number of Users that You are entitled to, as well as important payment information and information about application integrations You can use.

"**Data**" refers to Your data that may be transferred to, stored in, processed by, or otherwise used in Datalore.

"**Datalore**" means the JetBrains product offering known as "JetBrains Datalore On-Premises", which is offered as on-premises software and includes all downloadable parts of Datalore that are provided by JetBrains in binary form (if any), the Documentation, software updates, and all Third-Party Software.

"**Documentation**" means the latest versions of all online Datalore technical documentation available at <https://www.jetbrains.com/help/datalore/dl-help-home.html> and any other relevant Datalore policy available on the JetBrains Website that applies to Datalore.

"**JetBrains Account**" means an account created by You at <https://account.jetbrains.com> enabling administration of and/or access to Datalore.

"**JetBrains Website**" means the Datalore product website at <https://www.jetbrains.com/datalore/> and any other website operated by Us.

"**Subscription**" means Your right to use Datalore.

"**Subscription Period**" means the Subscription period described in Your Confirmation.

"**Subscription Plan**" means a subscription plan detailed in Your Confirmation and the specific features associated with it, as described on the JetBrains Website and/or in the Documentation. If the description of Your Subscription Plan in Your Confirmation is different from the description on the JetBrains Website or in the Documentation, the description in Your Confirmation takes precedence.

"**Third-Party Software**" means any third-party software program that is owned or licensed by someone other than Us and is described on the JetBrains Website.

"**User**" means a person who is authorized by You to use and access Datalore under Your Subscription (including persons with limited user rights).

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

### 3. Subscriptions, Rights, and Responsibilities

#### a) Subscriptions

i) *Subscription Plan* – In order to use Datalore, You must have a Subscription (either a free or paid Subscription Plan). Your Subscription gives You and any of Your Affiliates authorized by You the ability to use Datalore in accordance with the limits described in Your Subscription Plan. The limits include the maximum number of Users who can use Datalore.

ii) *Increasing the number of Users* – The paid Subscription Plan allows You to increase the maximum number of Users during the Subscription Period. If You need more Users under Your paid Subscription Plan, You can contact Us or purchase more on JetBrains Website. Any changes to Your Subscription will be effective as soon as We confirm them.

iii) *Automatic Renewals* – Unless You expressly opt out, Your Subscription and the Subscription Period renew automatically. You can opt out of the automatic renewal of Your Subscription in Your JetBrains Account at any time.

iv) *Trial Subscriptions* – If You selected one of the paid Subscription Plans, You may be eligible for an evaluation Subscription ("Trial Subscription"), as described in the Documentation or on the JetBrains Website. The Trial Subscription is free and must be used only to assess whether Datalore suits Your needs. You are eligible for one Trial

Subscription. When the Trial Subscription ends, You will have the option to continue with a paid Subscription Plan, use the free Subscription Plan, or stop using Datalore. You can end the Trial Subscription at any time by discontinuing use of Datalore, as it has a feature that will disable Datalore automatically.

**Summary:** *Please pay attention to the time period for which You are entitled to use Datalore, the fact that it renews automatically, and the number of Users You have purchased.*

#### **b) Right to use Datalore**

As long as You comply with this Agreement, the Documentation, and the limits of Your Subscription Plan, JetBrains hereby grants You and Your Affiliates authorized by You a limited, worldwide, non-exclusive, non-transferable right to use Datalore in line with Your Subscription Plan and for the duration of your Subscription Period so that You may:

- i) install Datalore;
- ii) use Datalore;
- iii) create a limited number of User accounts and allow these Users to use Datalore; and
- iv) make backup copies of Datalore for archival purposes.

#### **c) Your responsibilities**

You are responsible for:

- i) *Users* – making sure that your Users do not breach this Agreement and that their use of Datalore is rightful. If You become aware that a User is breaching this Agreement, You must immediately revoke that User's right to use Your Datalore instance;
- ii) *Permitted use* – configuring and using Datalore according to this Agreement, the Documentation, and Your Subscription Plan;
- iii) *Your account* – registering in your JetBrains Account or on the JetBrains Website to use Datalore and providing JetBrains with a verifiable legal name by which to identify You, as well as a valid email address and other information required on the registration form;
- iv) *Confidentiality and security* – keeping Your usernames, passwords, and access tokens confidential and secure, and making sure that Your Users do the same;
- v) *Equipment* – since all deliveries under this Agreement will be electronic, You must have a suitable internet connection in order to access Your JetBrains Account and to receive any deliveries. It is also Your responsibility to have access to any hardware and any third-party software needed to run Datalore, such as a browser with compatible data security protocols;
- vi) *Settings* – maintaining the default settings We provided or the settings recommended in the Documentation; and
- vii) *Compliance with laws* – ensuring that You and Your Users use Datalore 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 Datalore or try to derive the source code of Datalore in any way, unless applicable law allows it;
- ii) *Steal* – modify, alter, tamper with, repair, or otherwise create derivative works of Datalore, unless We give You express permission;

- iii) *Cheat* – use, or try to use Datalore in a way that avoids incurring fees or exceeding the limits for Your Subscription Plan, including, but not limited to, tampering with Users records;
- iv) *Hack* – utilize any procedures or tools to bypass Datalore security, or utilize or allow Datalore to be utilized for the purpose of hacking, tunneling, or otherwise gaining unauthorized access to any computer or system;
- v) *Facilitate unauthorized access* – allow unauthorized access to Datalore;
- vi) *Resell or distribute* – resell or otherwise provide Datalore or access to Datalore to any third party, except if We give You express permission; and;
- vii) *Engage in high risk activities* – use or permit, enable, or facilitate the use of Datalore for high-risk activities (for example, where Datalore’s use or failure would reasonably be expected to lead to death, personal injury, or environmental damage, such as the creation, manufacture, or operation of nuclear facilities, air traffic control systems, life support systems, or weaponry).

**Summary: *You can use Datalore according to this Agreement. Do not breach the restrictions outlined above, as they are an important part of this Agreement between You and Us.***

## 4. Intellectual Property Rights and Ownership

### a) We own Datalore

We own, or have the right to use, all the proprietary and intellectual property rights to Datalore. This includes all Datalore-related trade secrets, copyrights, trademarks, service marks, patents, and other registered or unregistered intellectual property. These are Our rights (‘rights are reserved’). The only intellectual property rights that You have in relation to Datalore are those that are necessary in order for You and Your Users to access and use Datalore in accordance with this Agreement and the Documentation.

### b) You own Your Data

You keep ownership of all proprietary and intellectual property rights to your Data. This means that we never own any of your Data.

### c) Feedback

You give Us the right to use, change (‘modify’), commercialize, and incorporate into Datalore any of Your ideas, suggestions, recommendations, proposals, or other feedback relating to Datalore. 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 Datalore integrates Third-Party Software and that by using Datalore You might be using Third-Party Software. This Third-Party Software is provided to You on the terms and conditions of the respective Third-Party Software and You need to comply with those terms and conditions, which are available here: <https://www.jetbrains.com/legal/third-party-software/>. Nothing in this Agreement limits Your right to use Third-Party Software under those applicable terms and conditions.

**Summary: *Datalore and all intellectual property relating to Datalore is owned by Us unless We integrated Third-Party Software listed on the JetBrains Website. Any Data created by You remains Yours. When You share feedback with Us, We are allowed to use it.***

## 5. Access and Your Data

If You use Datalore, We do not see or have access to Your Data. Depending on the nature of Your Data and the specific Datalore settings that You are using, the Data (such as reports) may be accessed by and visible to other Users or the public. It is Your responsibility to select and set the appropriate level of access to Your Data, as described in the Documentation.

## 6. Fees and Payments

### a) Subscription fees

You can use Datalore for free when You sign up for the free Subscription Plan. The free Subscription Plan comes with limited features compared to a paid Subscription Plan, and You cannot make use of features that allow You to exceed the limits described on the JetBrains Website. If You select a paid Subscription Plan, You agree to pay Subscription fees based on the pricing described on the JetBrains Website and in this Agreement, and We will charge You as stated in this Section.

### b) Subscription billing

You will be charged annually in accordance with Your Subscription Plan and the method by which You choose to pay.

i) *Subscription billing* – At the beginning of each Subscription Period, You will be charged Subscription fees according to the Subscription Plan and the number of Users purchased in Your Subscription.

ii) *Subscription renewals* – When Your Subscription is renewed, We will charge You based on Your Subscription Plan and the number of Users purchased in the Subscription Period preceding the renewal.

iii) *Adjustment of Your Subscription* – If You wish to purchase additional resources offered within Datalore (such as additional Users), We will inform You of the price of the additional resources, which will be charged to You upon order confirmation.

### c) Purchasing directly or through authorized resellers and distributors

This Agreement applies whether You pay the fees described above directly to JetBrains or through an authorized JetBrains reseller or distributor. Neither resellers nor distributors are authorized to make any promises or commitments on JetBrains' behalf, and You understand and agree that JetBrains is not bound by any obligations to You other than as specified in this Agreement.

### d) Payments

i) *Payment terms* – Unless We agreed to specific payment or billing terms in this Agreement, fees according to this Agreement 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.

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').

iii) *Taxes* – All Subscription fees, and other amounts relating to Datalore, exclude any and all applicable taxes and similar fees (except taxes based solely on Our income) now in force or that may be imposed in the future on the provision of Datalore. You are responsible for all taxes, levies, and duties, such as value-added tax ('VAT'), sales tax, and withholding tax, that apply in Your country. You have to pay these in addition to the fees payable to Us.

#### e) Resolution of late payments

To continue using Datalore without interruption, You must make sure that You pay all the relevant fees on time. If You do not, We can:

- i) limit Your Users' access to Datalore or any of its features; or
- ii) suspend Your access to Datalore or end this Agreement (see the 'Temporary Suspension' and 'Term and Termination' Section).

You will reimburse Us for any additional costs that We incur in collecting late payments or that result from a breach of this Section. There will be no refunds of prepaid services in the event of termination or suspension, and We can charge You during the suspension period.

***Summary: To use Datalore, You must pay Your Subscription fees on time. If You need more Users and have a paid Subscription Plan, You can contact Us to purchase more. Payments are subject to the JetBrains Terms and Conditions of Purchase.***

## 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 Datalore 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 the Data, You give Us the necessary rights to access, view, store, and analyze it in the context of providing You with Support.

## 8. IMPORTANT – YOUR RISK AND OUR DISCLAIMERS

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

**(WARRANTIES & REPRESENTATIONS)** EXCEPT AS EXPRESSLY SET OUT IN THIS AGREEMENT, WE MAKE NO REPRESENTATIONS AND GIVE NO WARRANTIES IN RELATION TO DATALORE – EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. THIS INCLUDES WARRANTIES THAT DATALORE 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.

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)** YOU UNDERSTAND AND AGREE THAT IT IS YOUR RESPONSIBILITY TO ASSESS WHETHER YOUR SYSTEM MEETS THE SYSTEM REQUIREMENTS FOR AND IS COMPATIBLE WITH DATALORE. YOU ALSO AGREE THAT IT IS YOUR RESPONSIBILITY TO CONFIGURE DATALORE IN A SECURE MANNER, AND KEEP IT SO CONFIGURED, CONSISTENT WITH INDUSTRY STANDARDS, ALL OUR RECOMMENDATIONS (IF ANY), AND THE DOCUMENTATION. WE ARE NOT RESPONSIBLE FOR YOUR OR YOUR USERS' ACTIONS, OR FOR OMISSIONS RESULTING FROM THE IMPROPER, INADEQUATE, OR DEFICIENT INITIALIZATION, CONFIGURATION, OR USE OF DATALORE.

## 9. 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 DATALORE, INCLUDING AS A RESULT OF A SUSPENDED SUBSCRIPTION, OR THE CANCELLATION OF YOUR SUBSCRIPTION OR THIS AGREEMENT;
- b) OUR DECISION TO NO LONGER PROVIDE DATALORE FOR BUSINESS, ECONOMIC, LEGAL, OR REGULATORY REASONS;
- c) YOUR HAVING MADE DATALORE AVAILABLE TO YOUR USERS;
- d) ANY FAILURE TO PROVIDE SUPPORT;
- e) YOUR USE OF DATALORE BEING CONTRARY TO OR INCONSISTENT WITH THE DOCUMENTATION;
- f) THE COST OF PROVIDING A SUBSTITUTE FOR DATALORE;
- g) ANY INVESTMENTS, EXPENSES, OR COMMITMENTS THAT YOU OR A USER TAKE ON RELATING TO THIS AGREEMENT OR YOUR ACCESS TO OR USE OF DATALORE; OR
- h) ANY UNAUTHORIZED ACCESS TO, MODIFICATION OR DELETION OF, DESTRUCTION OF, DAMAGE TO, LOSS OF YOUR DATA.

(MAXIMUM LIABILITY) OUR MAXIMUM, OVERALL ('AGGREGATE') LIABILITY RELATING TO THIS AGREEMENT IS LIMITED TO THE GREATER OF ONE HUNDRED (100) US DOLLARS OR THE AMOUNT THAT YOU ACTUALLY PAID TO US FOR DATALORE 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.

## 10. Temporary Suspension

We can immediately suspend Your Datalore Subscription if We have a good reason to ('reasonably') believe that:

- a) *Failure to pay* – You have not complied with the payment obligations in this Agreement (see Section 6); or
- b) *Breach of Agreement* – You have breached this Agreement or Your use of Datalore is in breach of applicable law.

## 11. Term and Termination

### a) Term

This Agreement starts ('takes effect') when You click the "I Accept" button or provide similar consent to ('be bound by') this Agreement. This Agreement continues until the end of Your Subscription Period, unless it is ended ('terminated') earlier either by You or Us as described in this Agreement.

### b) Termination by You

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

If You terminate this Agreement according to this Section, We will provide a refund to You of any prepaid amount for the period that would have been Your Subscription Period after the date this Agreement ended.

### **c) Termination by Us**

We may terminate this Agreement and Your Subscription if:

- i) You materially breached this Agreement and failed to remedy the breach within thirty (30) days of written notice;
- ii) You fail to make timely payment of Subscription fees in accordance with Section 6 of this Agreement;
- iii) We are required to do so by law (for example, where the provision of Datalore to You is, or becomes, unlawful); or
- iv) We elect to discontinue providing Datalore, in whole or in part.

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 this Agreement in the events specified in Sections 11(c)(iii) and 11(c)(iv) above, in which case You will be entitled to a refund of the unused portion of prepaid Subscription fees, if applicable.

In case of termination for cause specified in Section 11(c)(ii), We will make reasonable efforts to notify You three (3) days prior to termination of this Agreement. When this Agreement is terminated as a consequence of Your breach of this Agreement, no refund is provided.

### **d) Effect of termination**

Upon the expiration or termination of this Agreement, Your Subscription will be terminated and You will have no further rights to use Datalore, but Sections 4(c), 4(d), 6, 8, 9, 12, 14 and 15 of this Agreement will remain in effect.

## **12. 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 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.

## **13. Notices**

### **a) Notices by You**

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

- i) by sending an email to [legal@jetbrains.com](mailto: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 this Agreement 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 that Your Confirmation was sent to. 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.

## **14. 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 Datalore, related services, and/or technical data is 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](mailto:ethics@jetbrains.com), [compliance@jetbrains.com](mailto:compliance@jetbrains.com), or [legal@jetbrains.com](mailto: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.

## **15. General Provisions**

### **a) This Agreement and its Parties**

This Agreement and the order accepted by Us form the entire agreement and replace any previous agreement between You and Us in relation to its subject matter. Except as expressly mentioned, this Agreement does 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 an applicable law as personal data ("Personal Data"), that We will process on Your behalf in connection with this Agreement, will be processed in accordance with the Data Processing Addendum at <https://www.jetbrains.com/legal/dpa/> which is a part of ('incorporated into') this Agreement. We may also process some of Your Personal Data in connection with this Agreement 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**

This Agreement is 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 this Agreement undertake to use the best commercial efforts to amicably settle any disputes arising hereunder ("Dispute").

Should the Parties to this Agreement 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 (i) for payment orders (or otherwise enforce payment for Datalore provided under this Agreement) 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 this Agreement 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, this Agreement is not enforceable, that part or word will not affect the enforceability of the rest of this Agreement.

#### **f) Interpretation**

Any heading, title, or paragraph summary is only for convenience and does not affect the interpretation of this Agreement. 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 this Agreement must be in writing and signed by Us.

#### **h) Changes to the Agreement and policies**

This Agreement can be updated from time to time, to reflect changes in Datalore and how it is offered to You. If this happens, We will update this Agreement on the JetBrains Website and let You know either by:

- (i) Displaying it to You in Datalore;
- (ii) Displaying it in Your JetBrains Account; or
- (iii) Sending the updated version to the email address used in Your JetBrains Account.

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

We respect that You may not agree to the updated Agreement. 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 Agreement. 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. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, employment, or any other type of relationship.

#### **j) Contract review**

By agreeing to this Agreement, You are confirming to Us that:

- i) You have had sufficient opportunity to read, review, and consider this Agreement;
- ii) You understand the content of each paragraph of this Agreement; 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 this Agreement.

**k) Reservation of rights**

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

**k) Children and minors**

If You are younger than 13 years old, You cannot agree to this Agreement or use Datalore. By agreeing to this Agreement, You are confirming that:

- i) either You have legal capacity to enter into this Agreement, 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 THIS AGREEMENT, PLEASE ASK YOUR PARENT OR LEGAL GUARDIAN FOR HELP.

If you have any questions about this Agreement, please contact us at [legal@jetbrains.com](mailto:legal@jetbrains.com).