IDE Services (Cloud) Special Terms

Version 1.0, effective as of October 21, 2024

These IDE Services (Cloud) Special Terms ("**Special Terms**") are an integral part of the JetBrains IDE Services (Cloud) Terms and Conditions and apply in addition to the terms contained therein for the Customer's use of individual IDE Services.

1. IDE Provisioner

1.1. Introduction. IDE Provisioner allows the Customer to configure JetBrains IDEs and distribute their settings, manage and restrict the use of plugins based on the Customer's internal policies, and use other features as described in the Documentation.

1.2. Definitions. The following definitions apply to IDE Provisioner in addition to the definitions specified in the JetBrains IDE Services (Cloud) Terms and Conditions. In case of any discrepancy between the terms, the definitions contained in these Special Terms will prevail.

"**Enabled User**" means a User assigned to a specific Profile for which IDE Provisioner is enabled.

"**IDE Provisioner**" means the JetBrains product offering known as IDE Provisioner.

"**Profile**" means a specific configuration of access rights to IDE Services and their settings as configured by the Customer in JetBrains IDE Services.

1.3. IDE Provisioner Administration. The Customer decides which Users under the Customer's JetBrains Account will be managed via IDE Provisioner by assigning those Users of JetBrains IDE Services to a Profile for which IDE Provisioner is enabled. The Customer can remove any User from such an assigned Profile at any time.

1.4. Calculation of Fee. The Customer agrees to pay a Fee for every calendar month based on the highest number of concurrent Enabled Users within that calendar month and the list price published at https://www.jetbrains.com/ide-services/#pricing unless the Customer uses IDE Provisioner on the basis of a prepaid Subscription.

2. License Vault Cloud

2.1. Introduction. License Vault allows the Customer to manage the licensing of JetBrains IDEs of their users in an automated fashion by means of hands-off license assignments and revocations powered by group-based rules. If the Customer elects to pay based on the actual use of IDE Services, License Vault allows the Customer to use subscriptions to JetBrains IDEs in a flexible manner so that one license is available to be used by other users if it is not currently in use. In addition, in License Vault, the Customer can create time-limited virtual subscriptions for a select period of time, so JetBrains IDEs can be used by a number of users that is greater than the number of subscriptions the Customer has purchased in advance.

2.2. Definitions. The following definitions apply to License Vault in addition to the definitions specified in the JetBrains IDE Services (Cloud) Terms and Conditions. In case of any discrepancy between the terms, the definitions contained in these Special Terms will prevail.

"**Allocate**" has the meaning set out in Section 2.5. of these Special Terms.

"**Claim**" has the meaning set out in Section 2.5. of these Special Terms.

"**License Allocation Data**" means the information about the Customer's License Vault and its activity necessary for JetBrains to track Usage, including Users' Machine IDs and IP addresses.

"**License Vault**" means the JetBrains product offering known as JetBrains License Vault Cloud.

"**Machine**" means a computing device used by a User for running JetBrains IDEs.

"**Release**" has the meaning set out in Section 2.5. of these Special Terms.

"**Usage**" means the statistical information collected by License Vault about the Customer's Allocation and usage of JetBrains IDE subscriptions in a given Billing Period.

"**User**" means a user of JetBrains IDEs under the Customer's account.

"**User Authentication Data**" means data, such as user names, host names, roles, positions, email addresses, and other User-specific data which may be further described in the Documentation, that allows JetBrains to authenticate Users' access to License Vault.

2.3. License Vault Administration. The Customer can continuously add JetBrains IDE subscriptions to License Vault. Once a JetBrains IDE subscription is added to License Vault, it can only be accessed via License Vault until the Customer removes it. The Customer is not required to add all of its JetBrains IDE subscriptions to License Vault. Any JetBrains IDE subscriptions that remain outside of License Vault will continue to operate as described in the applicable agreement governing their use and will not be impacted by these Special Terms. The same applies if the Customer chooses to remove a JetBrains IDE subscription from License Vault.

2.4. Subscription Access Management. The Customer manages which Users have access to JetBrains IDE subscriptions via License Vault and which Users can configure License Vault. Reallocation of a JetBrains IDE subscription from one User to another by the Customer is not immediate. Unless Floating Mode (as defined below) is turned on, the Customer can assign the same JetBrains IDE subscription to a new User after three (3) days following the termination of its assignment to a former User. Access management is further detailed in the Documentation. License Vault can access only JetBrains IDE subscriptions whose subscription fees have been paid. JetBrains IDE subscriptions for which the Customer is in arrears will not be accessible via License Vault.

2.5. Floating Mode (For Customers on the Post-Payment Model). If the Customer selects the post-payment model of billing, the Customer can activate a mode enabling Users to request JetBrains IDE subscriptions independently via License Vault as described further ("**Floating Mode**"). If a User wants to obtain access to a JetBrains IDE through License Vault, the User must request a JetBrains IDE subscription from License Vault (make a "**Claim**") via the relevant JetBrains IDE interface. If the respective JetBrains IDE subscription is available in License Vault and the User is eligible for it based on rules defined by the Customer, License Vault will allocate the JetBrains IDE subscription to that specific User ("**Allocate**") and will allow the JetBrains IDE to run until it is returned back to License Vault by that User ("**Released**"). Once the JetBrains IDE subscription is Released, it may be Claimed by any other User upon expiry of the period described in the Documentation. By default, a particular User may Claim more than one JetBrains IDE subscription. The first JetBrains IDE subscription Claimed by a particular User can be Allocated to up to two Machines used by that User; however, each additional Machine used by that User to run any Product will Claim another JetBrains IDE subscription. Floating Mode can be activated or deactivated by the Customer only once per quarter (if the Customer has a quarterly or annual Billing Period) or once per month (if the Customer has a monthly Billing Period). The change will not have an impact on the Customer's obligation to pay the Fees for the calendar month in which License Vault was even partly active.

2.6. Virtual JetBrains IDE Subscription (For Customers on the Post-Payment Model). If the Customer selected to pay JetBrains based on its actual use of IDE Services, License Vault allows the Customer to create in each calendar month virtual JetBrains IDE subscriptions ("**Virtual IDE License**") up to the limit set by the Customer. If a User attempts to Claim a JetBrains IDE subscription when all subscriptions added to License Vault by the Customer are already Allocated, that User will obtain a Virtual IDE License from License Vault which allows them to use the JetBrains IDE as if they had a JetBrains IDE subscription Allocated (unless the limit of Virtual IDE Licenses set by the Customer is exceeded). Virtual IDE Licenses can be Claimed and Released by Users in the same manner as JetBrains IDE subscriptions under Floating Mode.

2.7. Fees. The Customer agrees to pay the following Fees for License Vault:

(a) Floating Mode Surcharge. When the Customer activates Floating Mode for License Vault, the Customer agrees to pay a surcharge based on the highest monthly number of JetBrains IDE subscriptions of each type simultaneously Allocated through License Vault ("**Floating Mode Surcharge**"). The monthly Floating Mode Surcharge for each type of Allocated JetBrains IDE subscription will be equal to 20 % of the annual subscription fee of the respective type of JetBrains IDE subscription divided by twelve (12), and multiplied by the highest number of simultaneously Allocated JetBrains IDEs of this type in a calendar month. The Floating Mode Surcharge will be invoiced to the Customer for each calendar month after the end of every billing period in which Floating Mode was enabled. Virtual IDE Licenses are not subject to the Floating Mode Surcharge.

(b) Postpaid License Fees. The Customer agrees to pay a fee for each Virtual IDE License created in a calendar month ("**Postpaid License Fees**"). The Postpaid License Fees will be calculated per License Vault based on the highest number of Virtual IDE Licenses simultaneously Allocated to its Users in a calendar month. The Customer will be charged based on the current monthly list price applicable to the standard JetBrains IDE subscription of the same type as published on the JetBrains Website. The Postpaid License Fees will be invoiced to the Customer for each calendar month after the end of every billing period in which at least one Virtual IDE License was Allocated. Notwithstanding any supplementary agreements between the Parties, the fee for Virtual IDE Licenses will be charged without any discounts (whether based on JetBrains' generally available discount programs or any special agreements with the Customer).

2.8. Data. License Vault does not access, read, or store code or other data that the Customer and its Users write, view, edit, or otherwise access while using JetBrains IDEs. However, in order to provide License Vault to the Customer, JetBrains needs to access and process the User Authentication Data and License Allocation Data. The extent of the User Authentication Data required to make License Vault available to the Customer and its Users is detailed in the Documentation. JetBrains will process the User Authentication Data and License Allocation Data in accordance with the JetBrains Privacy Policy available at https://www.jetbrains.com/legal/docs/privacy/privacy.html, and JetBrains will store and retain them in accordance with the JetBrains Data Retention Policy available at https://www.jetbrains.com/legal/docs/terms/teamware-data-retention.html.

2.9. Service Availability.

(a) Uptime. Subject to the Customer's compliance with this Agreement, JetBrains will make commercially reasonable efforts to make License Vault available to the Customer at 99.5% or higher percentage in each calendar month ("**Uptime**").

(b) Monitoring. Uptime is determined solely by JetBrains and its monitoring systems and does not account for unavailability resulting from the following:

(i) when License Vault is offline and/or unavailable due to a scheduled downtime of which JetBrains informed the Customer upfront at least twenty-four (24) hours before the unavailability;

(ii) network failures, including failures or delays contributed to by an internet service provider;

(iii) issues caused by Third-Party Software;

(iv) the Customer signing up voluntarily for License Vault features that JetBrains described as 'early access', 'alpha', 'beta', 'testing', 'nightly build', or similar;

(v) failures attributable to the Customer's equipment, services, technology, or data; or

(vi) circumstances beyond JetBrains' reasonable control (see the 'Force Majeure' section of JetBrains IDE Services (Cloud) Terms and Conditions).

(c) Remedies. If a License Vault experiences Uptime lower than stated in Section 2.9.(a), the Customer will be eligible upon request for a discount on the Floating Mode Surcharge as follows:

Achieved Uptime Percentage	Discount
Less than 99.5% but greater than or equal to 95.0%	25%
Less than 95.0%	100%

The discount will be applied to the Floating Mode Surcharge paid by the Customer for the month when the Uptime level was not met by JetBrains, and the resulting sum will be subtracted from the next invoice for License Vault following the month when the Uptime was not met. The discount provided under this Section 2.9. is the Customer's sole and exclusive remedy with respect to Uptime levels commitments.

3. Code With Me Enterprise

3.1. Introduction. Code With Me Enterprise allows Users to participate in collaborative sessions with other users of JetBrains IDEs as described in the Documentation. In the case of Code With Me Enterprise, the collaborative sessions are hosted through the Customer's servers where JetBrains IDE Services are deployed by the Customer.

3.2. Definitions. The following definitions apply to Code With Me Enterprise in addition to the definitions specified in the JetBrains IDE Services (Cloud) Terms and Conditions. In case of any discrepancy between the terms, the definition contained in these Special Terms will prevail.

"**Code With Me Enterprise**" means the JetBrains product offering known as Code With Me Enterprise, which allows Users to launch collaborative sessions with other users of JetBrains Products.

"**Guest**" means any person who is granted the right to access a session created by a Host.

"**Host**" means a User under the Customer's account with the right to invite other participants to a session and to collaborate on the User's device as described in the Documentation.

"**User**" means any person who accesses Code With Me Enterprise sessions under the Customer's account, whether as a Guest or Host. In the case of Code With Me Enterprise, the term User includes both individuals from the Customer's organization and external individuals allowed to join sessions initiated by Hosts.

3.3. Code With Me Enterprise Administration. Any User who has Code With Me Enterprise enabled in JetBrains IDE Services can launch a session through Code With Me Enterprise and collaborate with other Users on the Host's project. When a session is initiated by the Host, the Customer's Data selected by the Host is presented to all Users connected to the session. The Customer is solely responsible for any actions carried out by its Hosts and for the sharing of the Customer's data by the Customer's Users through Code With Me Enterprise.

3.4. Hosts. The number of Hosts able to concurrently use Code With Me Enterprise depends on the payment model selected by the Customer. Under the post-payment model, the Customer can set the number of Hosts that are able to use Code With Me Enterprise concurrently. If the Customer purchases a prepaid Subscription, the maximum number of concurrent Code With Me Enterprise Hosts is limited as described in the Documentation.

3.5. Calculation of Fees. The Customer agrees to pay a Fee based on the highest number of Hosts concurrently using Code With Me Enterprise within that calendar month and the list price published at https://www.jetbrains.com/ide-services/#pricing, unless the Customer uses Code With Me Enterprise on the basis of a prepaid Subscription.

3.6. Access to Customer's Data. JetBrains stores and can access the information related to the sessions initiated or joined by Users (such as audit logs with metadata on specific sessions), however, JetBrains does not have access to the Customer's Data shared by Hosts with other Users through Code With Me Enterprise. For billing purposes, JetBrains will receive information about the product version and the number of Hosts who use Code With Me Enterprise concurrently.

4. JetBrains AI Enterprise

4.1. Introduction. JetBrains AI Enterprise allows the Customer to enable JetBrains AI features in JetBrains products. With JetBrains AI Enterprise, the Customer can select language models and AI service providers that comply with the Customer's organization security and privacy standards, manage access to JetBrains AI features for different groups, and use other features as described in the Documentation. The JetBrains AI Enterprise platform is hosted by JetBrains , and the Customer can use it either with AI models hosted by JetBrains, or AI models provided by Customer's providers.

4.2. Definitions. The following definitions apply to JetBrains AI Enterprise in addition to the definitions specified in the JetBrains IDE Services (Cloud) Terms and Conditions. In case of any discrepancy between the terms, the definitions contained in these Special Terms will prevail.

"**AI Model**" means a stand-alone large language model that can be connected to JetBrains AI Enterprise as specified in the Documentation.

"**AI Hosted Service**" means a hosted service provided either by JetBrains or a third party, which is based on one or more large language models and which can be connected to JetBrains AI Enterprise as specified in the Documentation.

"**Data**" means any of the Customer's data that is transferred to, processed by, or otherwise used in JetBrains AI Enterprise. Data may include the source code processed in the JetBrains Product with which the Customer uses JetBrains AI Enterprise, information derived from the source code, and/or usage-related information from the User's device submitted together with the Input. When the Customer uses JetBrains AI Enterprise, JetBrains AI Enterprise may automatically select, read, and process some of the Data in order to understand the context in which it should provide an Output or a Suggestion.

"**Enabled User**" means a User assigned to a specific Profile for which JetBrains AI Enterprise is enabled.

"**Input**" means any instruction, source code snippet, text, or other information sent by Users to JetBrains AI Enterprise.

"**JetBrains AI Enterprise**" means the JetBrains product offering known as JetBrains AI Enterprise, which allows the Customer to use AI features based on connections to language models selected by the Customer.

"**Output**" means the text or other information that is generated by JetBrains AI Enterprise as a response to the Input.

"**JetBrains Product**" means any product offered by JetBrains (other than JetBrains AI Enterprise) which the Customer uses based on a separate agreement with JetBrains and in which JetBrains AI Enterprise can be enabled.

"**Profile**" means a specific configuration of access rights to IDE Services and their settings set by the Customer in JetBrains IDE Services.

"**Suggestion**" means the source code or other text automatically suggested by JetBrains AI Enterprise to Users independently of any particular Input.

4.3. JetBrains AI Enterprise Administration. The Customer determines which AI Models or AI Hosted Services described in the Documentation will be connected to JetBrains AI Enterprise (thereby specifying whether JetBrains or third-party providers of AI Hosted Services will have access to Inputs and Data). The Customer also decides which Users will have access to JetBrains AI Enterprise by assigning those Users in JetBrains IDE Services to a Profile for which JetBrains AI Enterprise is enabled. The Customer can remove any Enabled User from the assigned Profile at any time.

4.4. Customer's Responsibilities.

(a) Selection of AI Model or AI Hosted Service. The Customer is solely responsible for evaluating the AI Models and AI Hosted Services that can be connected to JetBrains AI Enterprise and selecting ones that comply with the Customer's security, privacy, or other internal standards.

(b) Inputs and Data. The Customer is solely responsible for all Inputs and Data that the Customer submits to JetBrains AI Enterprise (as well as for ensuring that it is lawful for the Customer and its Users to submit such Inputs and Data).

(c) Evaluation of Outputs and Suggestions. The Customer is solely responsible for making sure that Outputs or Suggestions made by JetBrains AI Enterprise are correct and can be used for the Customer's intended purposes.

(d) Acceptable Use by Customer. The Customer is responsible for using JetBrains AI Enterprise in accordance with the JetBrains AI Acceptable Use Policy at https://www.jetbrains.com/legal/docs/terms/jetbrains-ai/acceptable-use/.

4.5 Data Collection and Use. JetBrains will handle Inputs, Data, Outputs, and Suggestions in accordance with the JetBrains AI Data Collection and Use Policy at https://www.jetbrains.com/help/ai/data-collection-and-use-policy.html. However, the Customer's Inputs, Data, Outputs, and Suggestions may be monitored by JetBrains or the relevant language model service provider to prevent the violation of applicable acceptable use policies and may also be stored and used for a limited period.

4.6. No Training of AI on Customer Data. JetBrains will not use Inputs, Data, Outputs, or Suggestions for the training of any large language models. When JetBrains engages a third-party language model service provider, it will ensure that the provider is bound by substantially the same restrictions.

4.7. Use of JetBrains AI Hosted Services. The following terms apply if the Customer chooses to connect an AI Hosted Service hosted by JetBrains to JetBrains AI Enterprise:

(a) Engagement of Third-Party Language Model Service Providers. The JetBrains AI Hosted Service can be based on language models provided either directly by JetBrains or by third-party language model service providers engaged by JetBrains as subcontractors. By connecting the JetBrains AI Hosted Service to JetBrains AI Enterprise, the Customer agrees that Inputs and Data will be shared with JetBrains and also with the relevant language model service provider listed at https://www.jetbrains.com/legal/docs/terms/jetbrains-ai/service-providers (if applicable for the selected AI Hosted Service).

(b) Customer's Rights to Outputs and Suggestions. Subject to the Customer's compliance with these Terms, JetBrains hereby assigns to the Customer all its right to, title to, and interest in JetBrains AI Enterprise's Outputs and Suggestions. The Customer acknowledges that Outputs and Suggestions are generated as a non-exclusive response to Inputs or certain context of User's work with JetBrains Products, so the same or similar Outputs or Suggestions can also be generated for other JetBrains AI Enterprise customers, based on their inputs or the context of their use. The Customer understands that the Outputs and Suggestions are sometimes a result of third-party large language models and as such can be subject to third-party rights, including open-source licenses.

(c) No Training of AI on Customer Data. JetBrains will not use Inputs, Data, Outputs, or Suggestions for the training of any large language models. When JetBrains engages a third-party language model service provider, it will ensure that the provider is bound by substantially the same restrictions.

4.8. Use of AI Hosted Services by Customer's Providers. The following terms apply only to the use of AI Hosted Services that are provided to the Customer by third-party providers based on a separate agreement with the Customer:

(a) Engagement of Third-Party Providers by Customer. When the Customer connects JetBrains AI Enterprise to an AI Hosted Service provided by the Customer's third-party provider, JetBrains AI Enterprise will send Input and Data to the third-party provider and will create Outputs and Suggestions based on outcomes received from the provider. The Customer is responsible for having a separate agreement with the third-party provider granting the Customer all necessary rights to the outcomes of its service. JetBrains does not take any responsibility for the engagement of such providers by the Customer and for the outcomes of their services.

(b) Customer's Rights to Outputs and Suggestions. The Customer's rights to Outputs and Suggestion will be governed by the agreement between the Customer and its third-party provider. The Customer is solely responsible for ensuring all the necessary rights to the Outputs and Suggestions, from the provider. JetBrains does not claim any rights to such Outputs and Suggestions or their technical modifications within JetBrains AI Enterprise.

(b) Availability and Security. The Customer is solely responsible for ensuring the availability of AI Hosted Services by third-party providers.

4.8. Calculation of Fee. The Customer agrees to pay a Fee for every calendar month based on the highest number of concurrent Enabled Users within that calendar month and the list price published at https://www.jetbrains.com/ide-services/#pricing, unless the Customer uses JetBrains AI Enterprise on the basis of a prepaid Subscription.