

JetBrains Plugin Marketplace Developer Agreement

Version 1.0, effective as of June 24, 2019

IMPORTANT! READ CAREFULLY:

THIS IS A LEGAL AGREEMENT. BY CLICKING THE “I AGREE” (OR SIMILAR) BUTTON THAT IS PRESENTED TO YOU AT THE TIME OF YOUR FIRST ACCESS TO PLUGIN MANAGEMENT FUNCTIONALITY OF THE JETBRAINS MARKETPLACE OR AT THE TIME OF YOUR FIRST UPLOAD OF A PLUGIN INTO THE JETBRAINS MARKETPLACE, YOU ARE BECOMING A PARTY TO THIS AGREEMENT, YOU DECLARE YOU HAVE THE LEGAL CAPACITY TO ENTER INTO SUCH AGREEMENT, AND YOU ARE CONSENTING TO BE BOUND BY ALL THE TERMS AND CONDITIONS SET FORTH BELOW.

1. Parties

1.1. “**JetBrains**” means JetBrains s.r.o. with its registered office at Na Hřebenech II 1718/10, Prague, 14000, Czech Republic, registered with the Commercial Register kept by the Municipal Court of Prague, Section C, file 86211, ID.Nr.: 265 02 275.

1.2. “**Developer**” or “**you**” means the individual or entity which you have registered as a developer on JetBrains Marketplace.

2. Definitions

2.1. “**Agreement**” means this JetBrains Marketplace Developer Agreement between JetBrains and you and governs the terms and conditions under which you authorize JetBrains to market your Plugins to Customers on JetBrains Marketplace.

2.2. “**Content**” means Plugins and Plugin Information.

2.3. “**Customer**” means an individual or entity using JetBrains Marketplace to get Plugins.

2.4. “**Developer Fee**” means the amount specified in clause 4.2 of this Agreement paid to you by JetBrains for each Paid Plugin (as defined below) sold by JetBrains or JetBrains Resellers (as defined below).

2.5. “**JetBrains Affiliate**” means the subsidiary and/or any associated companies of JetBrains.

2.6. “**JetBrains Product**” means any software program or service made available by JetBrains.

2.7. “**JetBrains Account**” means an account that is created by you either (i) at <https://hub.jetbrains.com> or (ii) at <https://account.jetbrains.com>, which has a unique username and password and through which you have access to JetBrains Marketplace.

2.8. “**JetBrains Marketplace Plugin Approval Guidelines**” are the Guidelines governing the requirements for Plugins to be made available within JetBrains Marketplace, available here.

2.9. “**Initial Availability Date**” is the date when you first upload your Plugin to JetBrains Marketplace.

2.10. “**Plugin for JetBrains Product**” means any plugin, extension, or other software designed to work with JetBrains Product.

2.11. “**JetBrains Marketplace**” means any platform operated by JetBrains or a JetBrains Affiliate on which JetBrains or a JetBrains Affiliate markets Plugins for JetBrains Products, including the website <https://plugins.jetbrains.com> and/or any other website or other platform, whether named JetBrains Marketplace, JetBrains Plugins Repository, or otherwise.

2.12. “**Personal data**” means any information relating to an identified or identifiable natural person.

2.13. “**Plugin**” means the Plugin for JetBrains Product that you make available on JetBrains Marketplace or that you otherwise deliver to JetBrains for this purpose in accordance with this Agreement, including any Updates (as defined below).

2.14. “**Plugin Information**” means the description under clauses 8.1 (a), 8.1 (b), 8.1 (c), and 8.1 (d) of this Agreement.

2.15. “**Plugin Materials**” means the description under 8.1 (b) of this Agreement.

3. Uploading Plugins

3.1. If you want to make a Plugin available on JetBrains Marketplace, you must upload it while you are logged into your JetBrains Account, unless expressly instructed by JetBrains otherwise. When uploading Plugin, you must select from the available options the terms under which Plugin shall be marketed to Customers. In particular:

(a) You must select whether Plugin shall be provided to Customers for free (“**Free Plugin**”), for consideration paid to JetBrains (“**Paid Plugin**”), or for consideration paid directly to Developer (if available) (“**Directly-Paid Plugin**”); and

(b) In relation to a Paid Plugin, you must:

- (i) specify the List Price (as defined and described below);
- (ii) select whether it may be sold via JetBrains Resellers (as defined and described below);
- (iii) select whether Plugin should be opted-out from JetBrains Community Support Programs (Classroom, User Groups, Students, etc.);
- (iv) select an applicable licensing model;
- (v) select whether Plugin should be opted-out from JetBrains marketing offers directed at Customers;
- (vi) select other options offered by JetBrains;
- (vii) select whether Plugin should be sold on an annual, monthly, or different license basis; and
- (viii) select whether automatic license renewal should apply to purchases of Plugin.

(c) It is in the sole discretion of JetBrains to decide which options are available for the selection and whether or not you are able to amend the selection after you have made Plugin available on JetBrains Marketplace. If you are not able to or do not wish to select from the available options, you must not upload Plugin. Once you have uploaded Plugin, the additional terms offered by JetBrains which you selected at the upload or, if made available at JetBrains’ discretion, which you later updated based on an offer from JetBrains, will effectively amend this Agreement for such uploaded Plugin.

3.2. JetBrains will review Plugin before it is made publicly available on JetBrains Marketplace.

3.3. JetBrains reserves the right, at its discretion, to provide additional options to those specified above. JetBrains reserves the right, at its sole discretion, to remove a Plugin from, or not list a Plugin on, JetBrains Marketplace if the requirements in clause 3.1 (b) are not met.

4. Sale of Plugins

4.1. By making your Plugin available on JetBrains Marketplace in accordance with this Agreement, you authorize JetBrains and JetBrains Affiliates to market such Plugin to Customers via JetBrains Marketplace and to charge Customers for downloading or otherwise using Paid Plugins.

4.2. When uploading a Paid Plugin, you must set the price for which JetBrains may sell the Paid Plugin, including the pricing model (such as subscription, one-off payment, or other applicable pricing model) (“**List Price**”). Sale of Paid Plugins is subject to various discounts and promotions such as classroom, usergroups, open source, student, educational, and other offerings (“**Special Offerings**”) by default, unless the Developer opts out of such Special Offerings for a particular Plugin. You may determine the pricing for renewals, upgrades that add more licenses/users, new versions, and other support and maintenance of the Paid Plugins (“**Follow-on Sales**”). JetBrains may provide you with standard formulas and policies via JetBrains Marketplace.

4.3. Unless you select to opt-out (if such option is available), then by making your Plugin available on JetBrains Marketplace in accordance with this Agreement, (i) you authorize JetBrains to sell, market, and make Plugin and Follow-on Sales available also to third parties reselling JetBrains Products based on an agreement with JetBrains, which includes JetBrains Affiliates (referred together as “**JetBrains Resellers**”), for the List Price (if it is a Paid Plugin) at a discount (“**Reseller Discount**”) for the purpose of making Plugin and Follow-on Sales available to JetBrains Resellers’ customers; the amount of such Reseller Discount is determined by JetBrains at its sole discretion and (ii)

you authorize JetBrains Resellers to market and make such Plugin and Follow-on Sales available to their customers and to charge such customers for downloading or otherwise using a Paid Plugin.

4.4. JetBrains will (i) charge to Customer the List Price, subject to applicable Special Offerings, (ii) charge to Customer price for Follow-on Sales, subject to applicable Special Offerings, and, if applicable, (iii) charge to the Reseller the List Price, subject to applicable Special Offerings and Reseller Discount, and, also if applicable, (iv) charge to the Reseller price for Follow-on Sale, subject to applicable Special Offerings and Reseller Discount, for Paid Plugins made available to the Reseller (each a "Sale Price"). The Sale Price does not include VAT, withholding tax, or any other taxes. Except for the Directly-Paid Plugins, you must not charge any fees to Customers or JetBrains Resellers for Plugins which have been made available to them in accordance with this Agreement.

4.5. Sale of Directly-Paid-Plugins must occur outside of JetBrains Marketplace and is the responsibility of Developer. JetBrains has no responsibility for sale of Directly-Paid-Plugins.

4.6. The Developer hereby authorizes JetBrains to issue license certificates on behalf of the Developer for any Plugins sold through JetBrains Marketplace.

5. Your Remuneration for Paid Plugins

5.1. As your remuneration for making a Paid Plugin available to Customer on JetBrains Marketplace and for making a Paid Plugin available via JetBrains Resellers (if applicable), JetBrains will pay to you for each sold Paid Plugin a Developer Fee, unless you selected other formula or amount when uploading the Paid Plugin or later (if such selection is available) and unless agreed otherwise between the parties in writing.

5.2. The Developer Fee is:

- ninety-five percent (95%) of the List Price (excluding any taxes) for Paid Plugins sold from 24th June 2019 until 30th June 2020; and
- eighty-five percent (85%) of the List Price (excluding any taxes) for Paid Plugins sold after 1st July 2020; or
- an amount calculated as a percentage notified to you by JetBrains; such Developer Fee shall never be lower than seventy-five percent 75% of the List Price (excluding any taxes) and shall apply to Paid Plugins sold after the date included in the notification, which shall be at least one month after the notification.

5.3. The Paid Plugin is sold when a Customer or, for Plugins sold via a JetBrains Reseller, a JetBrains Reseller makes a final payment to JetBrains for the Paid Plugin made available to them. Depending on the selected pricing model, this may be a one-off payment for the download or payment of each subscription period or other arrangement. Final payment means that Customer, JetBrains Reseller, third party paying on their behalf, or the applicable financial institution fully settles the payment towards JetBrains for the applicable download or other use of the Paid Plugin as determined by JetBrains. If JetBrains refunds a List Price or its portion to a Customer or to a JetBrains Reseller, subject to the refund scheme under the applicable terms of use or reseller agreement (which you permit JetBrains to set entirely in its own discretion without consulting you), you agree that you will not receive any Developer Fee on the refunded portion of the List Price.

5.4. Subject to the terms of this Agreement, up to thirty (30) days after the end of each calendar month in which any Paid Plugin has been sold, JetBrains will provide you with a report detailing sales of Paid Plugins and corresponding Developer Fee along with payment of Developer Fee due in connection with such report. All payments will be made in US dollars. You agree to provide JetBrains with information on a valid bank account in your name. JetBrains is entitled to accrue and withhold payments, without interest, until the total amount due to you (net of any tax withholding, as further described below) is at least \$200.00. Even if the due amount does not reach \$200.00 as of December 31 of each calendar year, JetBrains will pay you the Developer Fee for Plugins sold until that date, such payment to be made within thirty (30) days of December 31. If JetBrains pays you a Developer Fee and later issues a refund or credit to Customer, JetBrains Reseller, or a third party paying on their behalf for such sale (or receives a chargeback related to the sale), JetBrains may offset the amount of the Developer Fee that JetBrains previously paid to you against a future Developer Fee or other amounts that would otherwise be payable to you under this Agreement, or require you to remit that amount to JetBrains. JetBrains may also withhold and offset sums you owe to JetBrains against amounts that are payable to you. You agree that any fees charged by your bank in connection

with wire transfers pursuant to this section are borne solely by you. When this Agreement terminates, JetBrains may withhold all Developer Fees due for a period of sixty (60) days from the date they would otherwise be payable, in order to ensure JetBrains' ability to offset any Customer, JetBrains Reseller, or a third party paying on their behalf refunds or make any other offsets to which JetBrains is entitled. Bank fees associated with payment of Developer Fee are borne by JetBrains.

6. Taxes

6.1. You are solely responsible for any income or other taxes due and payable resulting from JetBrains' payments of Developer Fees to you. JetBrains is a tax resident in the Czech Republic, a member state of the European Union. Unless otherwise stated, the amounts due to you hereunder are exclusive of any taxes that may apply to such payments. JetBrains maintains the right to deduct or withhold any applicable withholding taxes payable by you from amounts due from JetBrains, and the amounts due, as reduced by such deductions or withholdings, will constitute full payment to you.

6.2. The VAT supply date within the year is the last date of each calendar month in which the total amount due is at least \$200.00. At the year end, the supply date is always December 31 of each year even if the total amount due is below \$200.00.

6.3. You must provide JetBrains with any VAT-related information as requested via JetBrains Marketplace, and you must inform JetBrains of any changes to such information without undue delay.

7. Self-billing Agreement

The sections 7.1 through 7.5 apply if you are an EU-based company or entrepreneur (VAT payer or identified person to VAT)

7.1. Developer authorizes JetBrains to issue invoices on their behalf and, thus, it is agreed that JetBrains will issue self-billed invoices for all supplies made to JetBrains by you until the termination of this Agreement and you accept such invoices. The "self-billing" invoice will be issued within 15 days of the VAT date of supply.

7.2. Developer agrees to (i) review the invoice sample as per clause 7.3 to make sure it is in accordance with your local legal and tax requirements and inform JetBrains in case of any discrepancies as all future invoices will look the same, (ii) accept the delivery of the received invoice as per clause 7.1, and (iii) not raise sales invoices for the transactions covered by this Agreement.

7.3. The self-billed invoices will show the Developer's name, address, and VAT registration number and other details in accordance with Article 226 of VAT Directive 2006/112/ES which constitute a full VAT invoice. An invoice sample is provided below. You are obliged to inform us if you require any further information to be added to the invoice.

Invoice sample for companies or entrepreneurs not based in the Czech Republic:

Developer

Self-billing Invoice XX003-0001

Self-billing Invoice Details:

Reference number:
XX003-0001 Order reference:
Tax point date: xxx
Issue date: xxx
Due date: xxx

Bill To:

JetBrains s.r.o.
Kavčí Hory Office Park
Na hřebenech II 1718/10
Praha 4 - Nusle 140 00
Česká republika

| Customer Id | Order Date | Shipped Electronically To |
|-------------|------------|---------------------------|
|-------------|------------|---------------------------|

xxx

| Part Number | Product Description | Price | Qty | Extended Price |
|-------------|---------------------|-------|-----|----------------|
| asdf | | xxx | xxx | xxx USD |

Subtotal: xxx USD

VAT Rate: "Subject to reverse charge mechanism" or
21% in case of Czech VAT payers

VAT Amount: xxx USD

Total: xxx USD

Amount due: xxx USD

WIRE FUNDS TO:

Bank: Bank name
Address: Bank address
Account number: 0123456789
IBAN: CZ12345790
Swift code: BANKCODE

REMIT CHEQUE TO:

Developer

Customer is responsible for paying all wire transfer fees.

For questions regarding this invoice, please contact us at +420 241 722 501 or email us at billing@jetbrains.com

ID: 26502275, VAT No. CZ26502275

JetBrains s.r.o. is registered in the Commercial Register maintained by Municipal Court in Prague, Czech Republic, Section C, insert 86211

7.4. If your VAT registration number changes, or you deregister from VAT, or you transfer your business or its part as a going concern, you must inform us promptly. You are also obliged to notify us immediately in case of change of your bank details.

7.5. JetBrains hereby declares that if the issuing of self-billed invoices is at any point outsourced to a third party, it will inform you promptly.

The following section 7.6 applies if you are an EU-based non-entrepreneur, non-EU developer, non-EU non-entrepreneur, or Czech Republic-based non-VAT payer.

7.6. It is agreed that JetBrains will issue self-billed invoices for all supplies made to JetBrains by you for the period of validity of this Agreement and you accept such invoices. You agree that you will not raise sales invoices for the transactions covered by this Agreement.

8. Plugin Information and Compliance

8.1. Together with making Plugin available on JetBrains Marketplace, you must provide Plugin Information consisting of the following information and materials: (a) JetBrains Marketplace Plugin title, Initial Availability Date, tags / category, name(s) of Developer(s), List Prices (if applicable), product description, icon, logo or banner images, and any other information related to JetBrains Marketplace Plugins that JetBrains requires; (b) the metadata, graphics, artwork, images, trademarks, trade names, logos, and other descriptive or identifying information and materials associated with you or a particular JetBrains Marketplace Plugin that you wish to appear in connection with your Plugin ("Plugin Materials"); (c) any Developer EULA (defined below); and (d) in the case of cloud-hosted Plugins, an XML/JSON descriptor of Plugin ("XML/JSON Code").

8.2. You are required to deliver Plugin and Plugin Information to JetBrains for testing and verification purposes and approval by JetBrains, by uploading it to JetBrains Marketplace. JetBrains will host Plugin if you choose not to host it yourself. You must also deliver the XML/JSON Code and the rest of Plugin Information to JetBrains pursuant to the preceding clause.

8.3. You are responsible for providing accurate Plugin Information. If any Plugin Information is inaccurate or needs to be updated or modified, you will promptly provide JetBrains with corrections, updates, or modifications.

8.4. You will ensure that all Content complies with this Agreement, including JetBrains Marketplace Plugin Approval Guidelines available at <https://plugins.jetbrains.com/legal/approval-guidelines>, which are hereby incorporated into this Agreement. The Marketplace Plugin Approval Guidelines may include (or reference) terms and conditions for creation or operation of Plugins, such as policies for development of Plugins for particular JetBrains products, JetBrains SDK usage terms, API call limitations, or other integration requirements. You must comply with all such terms. The express terms and conditions of this Agreement will prevail in the event of any direct conflict with the Marketplace Plugin Approval Guidelines or such included (or referenced) terms, but only with respect to the subject matter of this Agreement. If the Marketplace Plugin Approval Guidelines are updated by JetBrains, you will ensure that all your Content complies with the updated Marketplace Plugin Approval Guidelines within 30 days of their publication at <https://plugins.jetbrains.com/legal/approval-guidelines>. JetBrains reserves the right to immediately remove any non-compliant Plugins at no liability to JetBrains.

9. License to JetBrains

9.1. By making your Plugin(s) available on JetBrains Marketplace in accordance with this Agreement, you grant JetBrains the license:

- to market and make available, and to use in any way necessary to market and make available, Plugin(s) and Plugin Information via JetBrains Marketplace to Customers;
- unless opted-out (if available), to market and make available, and to use in any way necessary to market and make available, Plugin(s) via JetBrains Resellers;
- to communicate to Customers with regards to their purchases, downloads, or usage of Plugin(s) available via JetBrains Marketplace (e.g. reminders, update notifications, marketing information, and more);
- to charge any Customer for each Paid Plugin and/or Follow-on Sales downloaded or otherwise made available to Customer on JetBrains Marketplace;
- unless opted-out (if available), to charge any JetBrains Resellers for each Paid Plugin and/or Follow-on Sales made available to the Reseller;

- to use in any way, including reproduction and using excerpts of Plugin Information including Plugin Materials in any format. Plugin Information and Plugin Materials may be used for the purpose of promoting and marketing (i) JetBrains Marketplace and (ii) your Plugins; and
- to use Content for testing and evaluation purposes, but only in connection with (i) marketing Plugin and making it available via JetBrains Marketplace and (ii) exercising and enforcing the rights and obligations under this Agreement.

9.2. By making your Plugin available on JetBrains Marketplace in accordance with this Agreement, you grant JetBrains sublicenses to any license you have regarding Plugin or Plugin Information, including Plugin Materials, if such sublicenses are necessary for the performance of this Agreement, especially for the performance of activities specified in clause 9.1 of this Agreement.

9.3. Unless opted-out (if available), by making your Plugin(s) available on JetBrains Marketplace in accordance with this Agreement, you grant any Reseller the license:

- to market and make available, and to use in any way necessary to market and make available, Plugin(s) to the Reseller's customers;
- to charge any Reseller's customers for each Paid Plugin downloaded or otherwise made available to the Reseller's customer;
- to use in any way, including reproduction and using excerpts of Plugin Information including Plugin Materials in any format. Plugin Information and Plugin Materials may be used for the purpose of promoting and marketing your Plugins.

9.4. Unless opted-out (if available), by making your Plugin available on JetBrains Marketplace in accordance with this Agreement, you grant any JetBrains Reseller sublicenses to any license you have regarding Plugin or Plugin Information, including Plugin Materials, if such sublicenses are necessary for the performance of this Agreement and of activities of Reseller specified in this Agreement, especially for the performance of activities specified in clause 9.3 of this Agreement.

9.5. The above licenses are granted:

- for the Term (as defined in the section titled 'Term and Termination') and for exercising and enforcing the rights and obligations under this Agreement which survive the Term until the termination of any such rights and obligations under this Agreement;
- as nonexclusive, worldwide, and royalty-free (subject to the payment of Developer Fee in accordance with this Agreement) licenses;
- as licenses assignable by JetBrains, which means JetBrains will be allowed to sublicense any rights licensed to it and to assign the license to a third party.

10. Licensing to Customers

10.1. You, not JetBrains or the Reseller, license your Plugins and Plugin Information to Customers and, if applicable, to JetBrains Reseller's customers. You must provide your own end user license agreement ("**Developer EULA**") with any Plugin via JetBrains Marketplace. However, your Developer EULA must comply with the terms and conditions of this Agreement and applicable laws, must not impose liability on JetBrains or its Affiliates or Resellers greater than as set out in this Agreement, and must not make JetBrains part of the Developer EULA. In the event of any conflict between the Developer EULA and this Agreement, this Agreement takes precedence. The Standard EULA cannot be used instead of your Developer EULA, unless you make the necessary modifications to it to adjust it to your needs. The Developer EULA must specify, among other things, that you are the licensor of your Plugins and that JetBrains is not a party to the Developer EULA and is not responsible for or liable to Customers or Reseller's customers in any way. You agree that JetBrains does not and will not have any responsibility or liability related to compliance or non-compliance by you or any end user under a Developer EULA, and you will indemnify JetBrains from any damage arising from breach of your obligations stipulated in this clause. You are responsible for ensuring the Developer EULA is compatible with this Agreement and with the requirements it sets for Plugins and are solely liable for any damages arising from not complying with this obligation.

11. Updates

You will make available on JetBrains Marketplace any enhancements, upgrades, updates, bug fixes, patches, new versions, and other modifications and amendments to your Plugins and Plugin Information (“**Updates**”) as soon as they are available, but in any event no later than on the first date you permit the same Update to be available to the public elsewhere.

12. User Support

You will use commercially reasonable efforts to provide web-based and/or email support to Customers for your Paid Plugins during normal business hours at your location. You will provide to JetBrains a current email address to which JetBrains may direct inquiries from users regarding your Paid Plugins. You are solely responsible for providing all support for your Paid Plugins, and for providing users of your Paid Plugins with all the information necessary for their use of your Paid Plugins. At a minimum, you agree to respond within two business days to any support request that JetBrains identifies as critical, and in all other cases within five business days of request from an end user or JetBrains.

13. JetBrains Content

You may not reverse-engineer, disassemble, or decompile any binary code used in connection with JetBrains Marketplace, including any software, JetBrains Product, APIs, documentation, and related materials (“**JetBrains Content**”), access to which JetBrains provides to you. You will not take any action that interferes with, damages, or accesses or uses in any unauthorized manner, the hardware, software, networks, technologies, or other properties or services of JetBrains or of any end user or other third party. You agree not to make any representations, guarantees, or warranties:

- (a) that violate any laws or regulations, including any false advertising or consumer protection laws;
- (b) with respect to JetBrains, JetBrains Marketplace, or JetBrains Product; or
- (c) by JetBrains or on behalf of JetBrains.

In all activities under this Agreement, you agree to conduct yourself in a professional manner and not to devalue JetBrains, JetBrains Affiliates, or JetBrains Marketplace. JetBrains retains ownership to all JetBrains Content.

14. Reviews and Comments

JetBrains Marketplace allows you to post reviews of Plugins and comments on Plugins for JetBrains Products. Any review by you of a Plugin for JetBrains Product must be made in good faith after reasonable evaluation of the full Plugin for JetBrains Product. If you post a review of your Plugin, you must disclose your identity and the fact that Plugin being reviewed is your Plugin. If you post a review of a competitor’s Plugin for JetBrains Product, you must disclose your identity and the fact that you publish a competitive Plugin for JetBrains Product. All reviews must comply with good manners, and JetBrains (in its sole discretion) may take down reviews or block reviewers in the event of a violation of good manners.

15. Control over JetBrains Marketplace

JetBrains maintains sole discretion to determine all features and operations of JetBrains Marketplace. You acknowledge that JetBrains has no obligation to promote or make available any Plugin for JetBrains Product, or to continue to do so. With respect to Paid Plugins only, JetBrains is responsible for and has sole discretion related to processing payments, collecting payments, addressing requests for refunds, and providing customer service related to its obligations, and has full discretion to select a provider of payment services to process such payments. JetBrains may determine, in its sole discretion, to make available or list any Plugin for JetBrains Product through JetBrains

Marketplace. JetBrains may stop any transaction, or take other actions as needed to restrict access to or availability of any Content that does not comply with this Agreement or that otherwise might adversely affect end users. Inclusion of a Plugin in JetBrains Marketplace does not relieve you of responsibility to ensure Plugin complies with this Agreement and any applicable laws and regulations.

16. Personal Data

16.1. In connection with creating the JetBrains Account and registration as a Developer on JetBrains Marketplace and performance of this Agreement, JetBrains and JetBrains Affiliates will process Developer's Personal Data, in particular, Developer's contact and identification details and information about Developer's Plugins and payments, for the following purposes:

16.1.1. To provide Developer with JetBrains Marketplace services or information;

16.1.2. To protect JetBrains from piracy and unlawful use of JetBrains Marketplace services;

16.1.3. To improve JetBrains' offerings based on usage;

16.1.4. For internal evidence of JetBrains and to protect the rights and interests of JetBrains and other users;

16.1.5. To promote and market JetBrains software and services; and

16.1.6. To fulfill legal duties stipulated by accounting, taxation, and other laws.

16.2. Developer may object to processing of Developer's Personal Data for the purposes 16.1.2 to 16.1.5 at any time. Additional information about personal data processing for the above-mentioned purposes, and additional information about Developer's rights, can be found in the Privacy Policy at <https://jetbrains.com/company/privacy.html>.

16.3. For the above purposes, JetBrains may process information including but not limited to Developer's name, email address, username, physical address, telephone number, payment data, company name, tax identification number where applicable, sales information, any communication and information about the use of JetBrains Marketplace. To receive JetBrains Marketplace services, Developer explicitly fills in their Personal Data when setting up a JetBrains Account for JetBrains Marketplace services.

16.4. JetBrains products and services often give Developer the option to provide feedback, such as suggestions, compliments, or problems encountered. JetBrains invites Developer to provide such feedback as well as to post comments on JetBrains website, blogs, and discussion forums.

16.5. Transfer of Personal Data to third parties. JetBrains is responsible for the handling of Developer's Personal Data by such third party. The transfer is made to assist such third party in providing its services to Developer or in its operations; to do so, JetBrains, may send Developer's Personal Data to the third party. Personal Data collected from Developer is transferred to:

- A third-party payment provider to process payment transactions;
- A third-party cloud accounting and other services as specified here <https://www.jetbrains.com/legal/privacy/third-parties.html>, as applicable;
- JetBrains Resellers who are handling purchases of JetBrains products in a certain region. Information about the reseller obtaining Developer's Personal Data is indicated to Developer before the transfer is made;
- Other representatives of the same Developer.

16.6. Developer will process personal data in accordance with applicable law, in particular, but not exclusively, comply with information obligations and provisions regarding transfers of personal data to third countries or international organizations and process personal data in accordance with the principles of data protection. This includes your obligation to notify Customers about the name(s) of your organization or yourself, categories of data processed, purposes of personal data processing, any governing documentation such as your EULA, the conditions for transfer of data to third parties, and the way in which Customers may opt out of or object processing of their personal data.

16.7. If JetBrains receives personal data of Developer's Customers from Developer:

- a) JetBrains will only process such personal data for the purposes for which they have been provided to JetBrains in compliance with applicable laws and the instructions of the Developer that are specified in this Agreement;
- b) Developer instructs JetBrains to process such personal data as necessary to carry out the purpose for which the personal data were handed over to JetBrains;
- c) JetBrains will ensure that persons processing such personal data are bound by confidentiality obligations;
- d) JetBrains will implement adequate security measures as specified in Article 32 of General Data Protection Regulation 2016/679 ("GDPR");
- e) JetBrains will only use sub-processors for such personal data if the conditions under Article 28 section 2 and 4 are fulfilled;
- f) JetBrains will help Developer in implementing reasonable and adequate organizational and technological measures to help Developer comply with its obligations regarding data subject requests;
- g) JetBrains will render reasonable assistance to Developer in achieving compliance with Articles 32 to 36 of GDPR;
- h) JetBrains will either delete or return all such personal data depending on Developer's decision;
- i) JetBrains will provide all relevant information to Developer necessary to prove compliance with Article 28 of GDPR and provide an audit report to Developer not older than 18 months demonstrating JetBrains compliance.

16.8. JetBrains may send you notifications concerning JetBrains Marketplace. In addition, JetBrains may send you emails containing certain promotions, offers, and other information relating to JetBrains Marketplace, including offers of Plugins that may be of interest to you. You can opt out from receiving these offerings within the emails or through your JetBrains Marketplace account.

16.9. You acknowledge and understand that owing to the nature of JetBrains Marketplace, your user name and related profile information may be displayed to other Developers within JetBrains Marketplace.

17. Term and Termination

17.1. The term of this Agreement ("Term") will begin on the date you indicate your assent to the terms of this Agreement by checking the box (or similar action) to accept the Agreement that is presented to you, and will continue until you or JetBrains terminate it.

17.2. Either JetBrains or you may terminate this Agreement with a thirty-day advance written notice to the other party.

17.3. Either JetBrains or you may withdraw your Plugin from JetBrains Marketplace.

17.4. Either JetBrains or you may terminate this Agreement immediately upon written notice to the other party (or with the notice specified by the terminating party at the time) if (a) the other party becomes the subject of a petition in bankruptcy or other proceeding relating to insolvency, or (b) the other party breaches its confidentiality obligations under this Agreement, or infringes the terminating party's intellectual property rights, or (c) the other party commits a breach of the Agreement including JetBrains Marketplace Plugin Approval Guidelines.

17.5. JetBrains may terminate this Agreement immediately upon notice to you (or with the notice specified by JetBrains at the time) if JetBrains determines, at its discretion, that your participation in JetBrains Marketplace could result in legal or business liability to JetBrains or any third party or otherwise harm JetBrains, JetBrains Affiliates, JetBrains Marketplace, or other JetBrains Marketplace developers or users.

17.6. Following any termination of this Agreement or withdrawal of your Plugin from JetBrains Marketplace, (a) JetBrains may continue to fulfill any end user orders for Plugins pending as of the date the termination takes effect, and (b) JetBrains will use reasonable efforts to take down the listing for your Plugin within thirty (30) days of termination ("Transition Period"). However, in any event JetBrains may continue to make available Paid Plugins for further access, downloads, or re-downloads to end users who will have purchased Plugins before the termination of this Agreement for the duration of the end user's license or subscription to Plugin. If specified by JetBrains, Transition Period may commence upon a notice of termination rather than the effective date of termination.

17.7. In case of any termination of this Agreement specified above, your access to JetBrains Marketplace as Developer shall cease to exist. Any termination of this Agreement will not have any impact on the rights of both parties which have arisen from this Agreement before the termination of this Agreement (including rights to any payments of Developer Fee), or which are supposed to survive such termination.

17.8. After termination, you are not obligated to provide any Updates of your terminated Plugin to JetBrains for distribution under this Agreement thereafter, but JetBrains' post-termination rights in this clause will apply for the latest version of Plugin you provided to JetBrains hereunder (and any prior version).

17.9. The following provision will survive this Agreement:

Prior to expiration of Transition Period (and otherwise in a timely manner) you are responsible for doing the following, consistent with JetBrains' guidance and instructions, concerning Paid Plugins:

- making Paid Plugin hosted outside JetBrains Marketplace (including any Updates) available to JetBrains and the Paid Plugin users on a hosted basis at least until the conclusion of any paid terms or subscriptions of all Paid Plugin users who have purchased such Plugins;
- taking all actions necessary to move existing customers to your non-JetBrains license mechanism, including, as applicable: (a) providing an equivalent product that integrates to JetBrains applications without the use of JetBrains licensing application programming interface (API); (b) contacting customers and providing access, installation and migration instructions, and equivalent license terms and keys; and/or (c) providing customers with data migration tools and migration assistance, if applicable;
- arranging for ongoing support and maintenance (including Update) for your Paid Plugins for all customers who have purchased such rights; and
- communicating such matters accurately and in a positive and professional manner to end users.

17.10. The following provision survives this Agreement: Unless otherwise specified by JetBrains: (a) all EULAs and associated end user licenses and subscriptions to Plugins will survive termination or expiration of this Agreement in accordance with their terms and (b) Developer will continue to host and operate any Paid Plugins hosted outside JetBrains Marketplace for use by end users at least until the conclusion of any paid terms or subscriptions of all customers who have purchased such Paid Plugins.

17.11. The following sections of this Agreement will survive termination or expiration of this Agreement and any Transition Period: Your Remuneration for Paid Plugins, Taxes, Reviews and Comments, Control over JetBrains Marketplace, and Term and Termination through General.

18. Representations and Warranties

18.1. You represent and warrant on the date of this Agreement and covenant that during the Term:

- You are at least 18 years of age and are able to enter into a legally binding contract. If Developer is a business or other legal entity and not an individual, then the individual entering into this Agreement on Developer's behalf represents that they have all necessary legal authority to bind Developer to this Agreement;
- You have the full right, power, and authority to enter into and fully perform this Agreement;
- Before providing JetBrains any Content or listing Content on JetBrains Marketplace, you will have obtained the rights necessary for the exercise of all rights granted under this Agreement by JetBrains, Resellers, and customers in relation to Content, you will be solely responsible for and will pay any licensors or co-owners any royalties or other monies due to them related to such Content, and you will identify this Content to JetBrains, specify if any sublicense is relevant, and include source code as specified below;
- None of the following will violate any law, contain any defamatory material, or violate or infringe on any intellectual property, proprietary, or other rights of any person or entity (including contractual rights, copyrights, trademarks, patents, trade dress, trade secrets, common law rights, rights of publicity, or privacy, or moral rights): (i) the exercise of any rights granted under this Agreement; (ii) Content; (iii) the sale or distribution of Content as contemplated in this Agreement; or (iv) any notices, instructions or advertising by you for or in connection with any Content;
- Your Content will not contain any viruses, spyware, "Trojan horses," or other "malware" or harmful code, and will not cause injury to any person or damage to any property;

- Your Plugins are authorized for export from your country to each country in which they are made available through JetBrains Marketplace, in accordance with the requirements of the export laws applicable in your country;
- You will include any attributions, copyright information, and other notices, terms, and conditions that may be required to be provided to end users (e.g., as part of a Developer EULA) based on your use of third-party “open source” software or other third-party intellectual property in any Plugin. You will also promptly make available to JetBrains, end users, and any other third party that is entitled to it, the source code corresponding to any Plugin or portion thereof if, and in the manner, required by applicable third-party terms and conditions. JetBrains’ exploitation (in any manner as permitted hereunder) of any Content will not subject it to, or cause it to violate, any open source or other third-party terms or agreements of any kind.
- You are not an entity targeted by export controls, nor are you acting on behalf of an entity targeted by export control laws.

18.2. The Developer agrees that Developer is solely responsible for (and that JetBrains has no responsibility to Developer or to any third party for) any breach of Developer’s obligations under this Agreement, any applicable third-party contract or terms of service, or any applicable law or regulation, and for the consequences (including any loss or damage which JetBrains or any third party may suffer) of any such breach.

18.3. You confirm that you have all Intellectual Property Rights related to your Plugins necessary in order for you to provide Plugin to JetBrains for distribution on JetBrains Marketplace. You will immediately notify JetBrains if you are in breach or anticipate being in breach of this Agreement or become aware of any third-party claim in relation to your Plugins.

19. Indemnity

19.1. You will indemnify, defend, and hold JetBrains, its subsidiaries, respective affiliates, officers, directors, employees, contractors and assigns harmless from and against any loss, claim, liability, demand, damage, action or cause of action (including reasonable attorney fees) arising out of any claim relating to:

- your Content or your use of Content (including any claims made by or arising from end users or third parties); or
- any breach or alleged breach of your representations, warranties or obligations set forth in this Agreement;
- any actual or, in JetBrains’ reasonable opinion, perceived (i) access, use, disclosure, loss, modification, or destruction of data in the possession of JetBrains or a third party, including any end user of Plugin, or (ii) vulnerability or compromise to JetBrains or a third party’s system running Plugin;
- the Developer EULA and/or Standard EULA (individually, a “Claim,” and collectively, the “Claims”).

19.2. You will not consent to the entry of a judgment or settle a Claim without JetBrains’ prior written consent, which may not be unreasonably withheld. If you do not promptly assume and conduct the defense of a Claim or take reasonable action to settle any such Claim after being provided with sufficient reasonable advance notice to evaluate the Claim, then JetBrains may take control of the defense (without limiting your indemnification obligations). Your obligations under this Section are independent of your other obligations under the Agreement.

20. Confidential Information

20.1. All information disclosed by JetBrains that is marked as confidential or proprietary, or that you should reasonably understand to be confidential or proprietary, is “**Confidential Information**”. Confidential Information includes non-public aspects of JetBrains Marketplace and JetBrains Product; non-public aspects of third-party applications listed in JetBrains Marketplace to which you obtain access as a result of the relationship between you and JetBrains under this Agreement; and non-public technology, technical information, and product plans to which you obtain access as a result of the relationship between you and JetBrains under this Agreement. Confidential Information shall not include any information that: (i) is or becomes generally known to the public; (ii) was known to you before its disclosure hereunder; or (iii) is received from a third party, in each case without breach of an obligation owed to JetBrains or anyone else.

20.2. During and after the term of this Agreement, you shall (a) maintain Confidential Information in confidence (using at least the same measures as for your own confidential information, and no less than reasonable care) and not divulge it to any third party and (b) only use Confidential Information to fulfill your obligations under this Agreement. If you are compelled by law to disclose Confidential Information, you must provide JetBrains with a prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at JetBrains' cost, if JetBrains wishes to contest the disclosure.

20.3. JetBrains may develop, have already developed, or be developing its own products and services and works with many other third parties, and either JetBrains or these third parties could in the future develop, be now developing, or have already developed products similar to yours. However, JetBrains will in no event use any intellectual property of Developer contained within any Content for such purposes.

20.4. You should not provide JetBrains with any information that you consider confidential. You agree that JetBrains is not subject to any confidentiality obligations or use restrictions related to information that you may provide to us in relation to this Agreement. You expressly agree that neither this Agreement nor your participation in JetBrains Marketplace limits JetBrains' right to develop or have developed for it products, concepts, systems, or techniques that are similar to or compete with any Plugin or any other products, concepts, systems, or techniques contemplated by or embodied in information you disclose to JetBrains. For clarity, however, this clause, in itself, does not grant JetBrains any license under your intellectual property rights.

21. JetBrains Trademarks

You will:

(i) only use JetBrains Marks in the form and manner as set forth at

<https://www.jetbrains.com/company/brand/> and only in connection with the offering of your Marketplace Plugins on JetBrains Marketplace;

(ii) not register any domain names that contain any terms that are the same or similar to any JetBrains Marks without obtaining permission from JetBrains to register such domains; and

(iii) upon expiration or termination of this Agreement for any reason, immediately cease all use of JetBrains Marks, unless you are otherwise authorized to continue using JetBrains Marks pursuant to a separate written agreement with JetBrains.

"JetBrains Marks" means the trademarks, trade names, service marks, and logos owned or otherwise used by JetBrains. Nothing contained herein shall grant you any ownership right in JetBrains Marks.

22. Limitation of Liability

JETBRAINS SHALL HAVE NO LIABILITY TO YOU FOR ANY LOST PROFITS OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, AND IN NO EVENT WILL JETBRAINS' AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE JETBRAINS MARKETPLACE EXCEED JETBRAINS' MARGIN IN THE TWELVE-MONTH PERIOD PRECEDING THE CLAIM. FOR THE PURPOSES OF THIS AGREEMENT, "JETBRAINS' MARGIN" MEANS THE AMOUNTS RECEIVED BY JETBRAINS FROM SALES OF YOUR PLUGINS, MINUS THE DEVELOPER FEE JETBRAINS HAS PAID YOU.

23. Agreement Changes

This Agreement, including its annexes, such as JetBrains Marketplace Plugin Approval Guidelines, relates to the broader JetBrains Marketplace, which will change over time. JetBrains reserves the right to change this Agreement at any time, at its sole discretion, with such changes to become effective on the date included in the notice, which shall be at least one month after the notice. JetBrains will notify you of the changes by posting an updated version of this Agreement online or by emailing you at the email address you have provided. If you do not agree to any of the proposed changes, you may terminate this Agreement prior to the date on which the changes were to take effect by

(i) providing a written notice to JetBrains and (ii) terminating this Agreement and withdrawing all of your Plugins from JetBrains Marketplace. If you so terminate the Agreement, the proposed changes will have no effect on you. However, if you do not so terminate the Agreement, then your continued participation on JetBrains Marketplace after the changes to this Agreement take effect will constitute your acceptance of the changes.

24. Dispute Resolution; Governing Law

This Agreement will be governed by the laws of Czech Republic, without reference to conflict of laws principles, and the parties agree that any litigation relating to this Agreement may only be brought in and will be subject to the jurisdiction of an appropriate court in Prague, Czech Republic. Notwithstanding the foregoing, JetBrains may bring a claim for equitable relief in any court with proper jurisdiction.

25. General

25.1. This Agreement may not be amended except in writing signed by both parties or as provided in the sections titled 'Agreement Changes' and 'Uploading Plugins' above.

25.2. Nothing in this Agreement constitutes any form of partnership between you and JetBrains, nor entitles you to present yourself as a representative of JetBrains or its Affiliates.

25.3. If any provision of this Agreement is held invalid by a court with jurisdiction over the parties to this Agreement, such provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and the remainder of this Agreement will remain in full force and effect.

25.4. JetBrains' failure to enforce any provision of this Agreement will not constitute a waiver of JetBrains' rights to subsequently enforce the provision.

25.5. JetBrains may freely assign, transfer, and delegate its rights and obligations under this Agreement.

25.6. You agree that JetBrains may identify you as a customer of JetBrains Marketplace and may refer to you by name, trade name, and trademark, if applicable. JetBrains may also briefly describe your business in JetBrains marketing materials, on JetBrains Website, and/or in public or legal documents. You hereby grant JetBrains a worldwide, non-exclusive, and royalty-free license to use your name and any of your trade names and trademarks solely pursuant to this marketing section.

25.7. You acknowledge and agree that JetBrains Affiliates, JetBrains' contractors, and JetBrains' service providers may exercise all rights of JetBrains under this Agreement, including JetBrains' license rights. 25.8. You may not assign any of your rights or obligations under this Agreement without JetBrains' prior written consent.

25.9. Any notice or other communication to be given hereunder will be in writing and given (i) by JetBrains to you via the email address you have registered for your JetBrains Account or directly via JetBrains Marketplace, and (ii) by you via email to marketplace@jetbrains.com or to such other email or physical addresses as JetBrains may specify from time to time. The date of receipt will, in the case of email, be deemed the date on which such notice is transmitted.

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

Address: Na hřebenech II 1718/10, Prague, 14000, Czech Republic

Fax: +420 241 722 540

Email: legal@jetbrains.com

Appendix 1

The Standard EULA (End User License Agreement) displayed below is primarily intended as an example of a EULA to accompany your Plugins. It cannot be used without necessary modifications. Using your own EULA or similar license agreement granting rights to users of your Plugin is recommended. Provision of this Standard EULA does

not constitute legal advice; advice from a qualified attorney is required. If you use the wording presented below in the Standard EULA, you acknowledge that JetBrains is not liable for its use by you in any way and that you have to modify it to suit your individual needs.

Standard EULA

“Developer” means [FILL IN].

“JetBrains” means JetBrains s.r.o. with its registered office at Na Hřebenech II 1718/10, Prague, 14000, Czech Republic, registered with the Commercial Register kept by the Municipal Court of Prague, Section C, file 86211, ID.Nr.: 265 02 275.

“JetBrains Affiliate” means the subsidiary and/or any associated companies of JetBrains.

“JetBrains Marketplace” means any platform operated by JetBrains or a JetBrains Affiliate on which JetBrains or a JetBrains Affiliate markets Plugins for JetBrains Products, including the website <https://plugins.jetbrains.com> and/or any other website or other platform, whether named JetBrains Marketplace, JetBrains Plugins Repository, or otherwise.

“JetBrains Product” means any software program or service made available by JetBrains.

“Plugin” means the Plugin for JetBrains Product that Developer makes available under this Standard EULA.

“Plugin Information” means the following information and materials: (a) JetBrains Marketplace Plugin title, tags / category, name(s) of Developer(s), product description, icon, logo or banner images, and any other information related to Plugins; (b) the metadata, graphics, artwork, images, trademarks, trade names, logos and other descriptive or identifying information and materials associated with Developer or appears in connection with Plugin; and (c) in the case of cloud hosted Plugins, an XML/JSON descriptor of Plugin.

“Plugin Users” means users that are able to access and use Plugin concurrently.

“You” means an individual or an entity concluding this Standard EULA.

This Standard EULA governs the terms of use of Plugin made available to You via JetBrains Marketplace. This Standard EULA is entered into between You and Developer.

If Plugin is a paid Plugin, you must ensure that the maximum number of Plugin Users does not exceed the number of Plugin Users for which you have purchased Plugin.

You are authorized to use Plugin in accordance with its documentation provided by Developer and for the period of time specified by Developer.

You may not modify, reverse-engineer, decompile, or disassemble Plugin in whole or in part, or create any derivative works from Plugin, or sublicense any rights in Plugin, unless otherwise expressly authorized in writing by Developer.

Plugin is protected by copyright and other intellectual property laws and treaties. Developer or its licensors own all title, copyright and other intellectual property rights in Plugin.

ALL PLUGINS ARE PROVIDED TO YOU ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES. USE OF PLUGINS IS AT YOUR OWN RISK. DEVELOPER MAKES NO WARRANTY AS TO PLUGIN’S USE OR PERFORMANCE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DEVELOPER DISCLAIMS ALL OTHER 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 PLUGINS, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES. DEVELOPER DOES NOT WARRANT THAT PLUGINS ARE ACCURATE, RELIABLE, OR CORRECT; THAT PLUGIN MEETS YOUR REQUIREMENTS; THAT PLUGINS WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED, OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT PLUGINS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

IN NO EVENT WILL DEVELOPER BE LIABLE FOR ANY DIRECT OR INDIRECT COSTS, LOSSES, OR DAMAGES ASSOCIATED WITH THE USE OF DEVELOPER’S PLUGINS.

DEVELOPER SHALL NOT BE LIABLE TO YOU FOR ANY LOST PROFITS OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, AND IN NO EVENT WILL DEVELOPER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE USE OF PLUGIN EXCEED THE FEES WHICH YOU PAID VIA JETBRAINS PLUGIN MARKETPLACE SERVICE FOR PLUGINS IN THE THREE-MONTH PERIOD PRECEDING THE CLAIM. THIS LIMITATION WILL APPLY EVEN IF DEVELOPER HAS BEEN ADVISED OF THE POSSIBILITY OF THE LIABILITY EXCEEDING THE AMOUNT AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. JETBRAINS' LIABILITY IS EXCLUDED IN ITS ENTIRETY AS JETBRAINS IS NOT A PARTY TO THE CONTRACTUAL RELATIONSHIP BETWEEN DEVELOPER AND CUSTOMER.