JetBrains Partner Portal Agreement

Version 1.0, effective as of January 1, 2022

Welcome to JetBrains Partner Portal!

IMPORTANT! READ CAREFULLY:

THIS IS A LEGAL AGREEMENT. BY CLICKING ON THE "I AGREE" (OR SIMILAR) BUTTON THAT IS PRESENTED TO YOU AT THE TIME OF YOUR FIRST USE OF THE JETBRAINS PARTNER PORTAL, YOU BECOME A PARTY TO THIS AGREEMENT, YOU DECLARE YOU HAVE THE LEGAL CAPACITY TO ENTER INTO SUCH AGREEMENT, AND YOU CONSENT TO BE BOUND BY ALL THE TERMS AND CONDITIONS SET FORTH BELOW.

1. Parties

"**JetBrains**" or "**We**" means JetBrains s.r.o., having its principal place of business at Na Hrebenech II 1718/10, Prague, 14000, Czech Republic, registered in the Commercial Register maintained by the Municipal Court of Prague, Section C, File 86211, ID. No.: 265 02 275 and the relevant associated companies of JetBrains as applicable according to the contractual party to the relevant Partner Agreement.

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

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 these definitions:

"**Agreement**" means this JetBrains Partner Portal Agreement.

"**Admin**" means a User from the Organization with special rights as defined in the Permissions Matrix at https://sales.jetbrains.com/hc/en-gb/articles/360000885799-Permissions-matrixand Partner Agreement.

"**JetBrains Account**" means an account at https://account.jetbrains.com/ created by a customer, having a unique name and password, and through which the customer has access to JetBrains Products.

"**JetBrains Account Agreement**" means the agreement available at https://www.jetbrains.com/legal/docs/agreements/jetbrains_account/

"**JetBrains Product**" means any generally available JetBrains software product identified by JetBrains as an individual developer tool, teamware tool, online service or otherwise.

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

"**JetBrains Website Terms**" means the terms available at https://www.jetbrains.com/legal/docs/company/useterms.html.

"**Marketplace**" means the 'JetBrains Plugin Marketplace' available at https://plugins.jetbrains.com/ or any feature in the Partner Portal that enables a Partner to purchase a Plugin.

"**Organization Account**" means an account at Partner Portal created by JetBrains for a particular Partner´s Organization.

"**Organization**" or "**Partner**" means the organization which is party to the Partner Agreement concluded with JetBrains.

"**Partner Agreement**" means JetBrains Reseller Agreement, Service Partner Agreement, Sublicense Agreement or other relevant agreement concluded between you and JetBrains.

"**Partner Portal**" means the platform owned and operated by JetBrains or its Affiliates that supports the administration of the JetBrains Partner program (https://www.jetbrains.com/resellers/login).

"**User Account**" means an account at Partner Portal created by a User based on an invitation by JetBrains or Admin, having a unique name and password, and through which User has access to Partner Portal Service.

"**Partner Portal Guidelines**" means the guidelines for the use of Partner Portal and creation and use of Partner Portal Account available at https://sales.jetbrains.com/hc/en-gb/articles/115000616744-What-is-JetBrains-Partner-Portal-.

"**Partner Portal Service**" means the services listed in clause 4.2.

"**Privacy Policy**" means the JetBrains Privacy Policy available at https://www.jetbrains.com/legal/docs/privacy/privacy.html.

"**Personal Data**" means any information which can identify an individual.

"**Plugin**" means any application, extension, plugin, or other software designed to work with the JetBrains Product and available through the Marketplace.

3. Creation and Use of Partner Portal Account

3.1. **Creation of Account**. For the creation and use of a User Account, you must follow Partner Portal Guidelines. JetBrains may decide ('sole discretion') to change the Partner Portal Guidelines or decide that particular use of Partner Portal or its feature is improper and needs to cease or be modified. Changes may be made at any time. In such a case, you agree to be contacted and promptly correct the improper use, or to cease further use of the respective Partner Portal features.

3.2. **Single User**. One User Account must be always related to a specific User. You must not allow access to the User Account by other users or third parties under the same login details.

4. Grant of Rights

4.1. **Grant**. The rights granted to you for use of Partner Portal Service constitute a grant of rights and not a transfer of title.

4.2. **Partner Portal Services**. In accordance with this Agreement, Partner Portal Service provides the following functionality and services (to the extent depending on your role as a User or Admin):

4.2.1. Account Data Management. You may access and manage your Personal Data, UserAccount, and Organization Account settings.

4.2.2. Payment Management. You may manage available payment options and Partner´s Invoices.

4.2.3. Order Management. You may manage quotes and orders of JetBrains Products and Plugins submitted via Partner Portal.

4.2.4. Customer Management. You may manage Partner´s customers and their JetBrains Accounts (including obtaining, assigning, renewing, and transferring licenses or subscriptions to JetBrains Products and Plugins) subject to a prior written authorization by such customers or by JetBrains.

4.2.5. Notifications. You may manage notification settings linked to your personal information or the Partner Agreement and receive or send notices between you or Partner and JetBrains.

4.2.6. Provision of Products and Plugins. Partner Portal Service allows the provision of JetBrains Products and Plugins to the Partner's customers.

4.2.7. Access to other internal services of JetBrains, which may be used to provide the Partner, you, or customers with JetBrains Products and Plugins, and to assist you with the User or Organization Account, customer profile, license, purchase, and subscription management or administration of other aspects of the JetBrains Partner program.

4.2.8. Access to Application Programming Interface (API) may be provided (at our 'sole discretion') upon request. Use of API is subject to any applicable guidelines or terms (including but not limited to clause 4.3 of this Agreement).

4.3. **Restrictions**. Without written JetBrains permission, You may not:

4.3.1. remove any copyright or other proprietary notices displayed or contained in Partner Portal Service, and upload or distribute data that you do not own or have permission to use;

4.3.2. modify or alter Partner Portal Service in any way;

4.3.3. distribute, sell, lease, rent, or relicense Partner Portal Service to others;

4.3.4. allow unauthorized use of User or Organization Account or payment data associated with Organization Account;

4.3.5. allow unauthorized access to User or Organization Account;

4.3.6. provide JetBrains with incorrect Personal data or other incorrect, inaccurate, or untrue information;

4.3.7. compromise the integrity, performance, or security of the Partner Portal, our systems, or infrastructure in any way;

4.3.8. circumvent any security or authentication measures, including hacking our services or gaining unauthorized access to any computer or network and/or intercept any transmission to or from JetBrains-related network server; or

4.3.9. impose an unreasonable load on our infrastructure, use an unreasonable amount of JetBrains resources, or use JetBrains-related automated systems in an unreasonable way.

4.4.**Additional Agreements**. In addition to this Agreement, provision of the Partner Portal Services is governed by any applicable Partner Agreement, the JetBrains Website Agreement, JetBrains Account Agreement, and/or the Privacy Policy. In the event of any inconsistency, any applicable agreement will be interpreted in the following order of precedence: (1) Partner Agreement, (2) this Agreement, (3) JetBrains Account Agreement, (4) JetBrains Website Agreement, (5) Privacy Policy.

4.5. **Revocation**. JetBrains reserves the right to revoke authorization to access and/or, use (including access to view, download, and/or print of any associated data) User or Organization Account or Partner Portal Services at any time, and you shall discontinue such use immediately upon notice from JetBrains.

4.6. **Provision of Information**. Certain information will be required of you in the Partner Portal, and you must provide all the requested information and then keep it up to date. You are responsible for making sure that the information you provide is true, accurate, and complete. If we incur any loss, damage, or liability relating to the information that you have or have not provided in the Partner Portal, you will indemnify us.

4.7. **Customer Accounts**. Before creating a new customer´s account, you shall properly check all existing accounts in Partner Portal and verify with JetBrains there is no open account related to the particular customer or email address in case you cannot find it, in order to prevent any customer account duplication.

5. Personal Data

5.1 **Data Processing**. In connection with your use of User and Organization Account, We and our associated companies will process Personal data of you as a User (if appropriate), in particular, contact and identification details, data about usage of Partner Portal, for the following purposes:

5.1.1. To provide you with access and rights to use User and Organization Account and Partner Portal Services;

5.1.2. To protect Us from piracy and unlawful use of Partner Portal or JetBrains Products and Plugins;

5.1.3. To improve functioning of Partner Portal or our offerings based on usage;

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

5.1.5. To promote and market JetBrains Products and Plugins;

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

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

5.2. **Type of Data**. For the above purposes, JetBrains may use, among others, your first name, last name, email, username, physical address, IP address, cookies.

5.3. **Other Agreements**. When using Partner Portal Services, you need to provide JetBrains with Personal data information such as the information mentioned in clause 5.2. The processing of any Personal data we collect from you is governed by our Privacy Policy, by the JetBrains Website Terms, by the JetBrains Account Agreement, and by this Agreement, and by any other agreement you may have entered into with JetBrains which specifically addresses the processing of Personal data.

5.4. **Responsibilities**. You shall keep your Personal data up-to-date, update the information, or if any inconsistencies arise report such inconsistencies to JetBrains.

5.5. **GDPR**. Partner acts as a separate data controller towards its customers, and it is responsible for compliance with the GDPR and other applicable data protection laws in case of collecting and handling any Personal Data related to such customers as determined by the Partner Agreement. You shall fulfill all obligations in this respect set forth in the relevant Section of the Partner Agreement, if applicable.

6. Term and Termination

6.1. **Commencement**. The term of this Agreement will commence upon the acceptance of this Agreement by User. User accepts and agrees to be bound by this Agreement either explicitly and/or by using Partner Portal Service.

6.2. **Expiry**. This Agreement will automatically expire upon expiry or termination of the last applicable Partner Agreement.

6.3. **Termination by You**. You may terminate this Agreement at any time via your User Account. If such termination occurs, Your User account will be deleted and you will lose access to the Partner Portal.

6.4. **Termination by JetBrains**. JetBrains may terminate this Agreement if:

(A) you have breached this Agreement, or your Organization has breached the Partner Agreement, and such breach has not been remedied within ten (10) days of written notice thereof;

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

(C) JetBrains elects to discontinue providing Partner Portal Service, in whole or in part;

(D) use of the User or Organization Account is unauthorized or fraudulent;

(E) information provided to JetBrains by the User or Partner in connection with the User or OrganizationAccount is incomplete, inaccurate, legally invalid or unverifiable; or

(F) the User or the Organization has breached Clause 4.3 of this Agreement.

6.5. **Notices**. Without limiting Section 4.5 of this Agreement, JetBrains will make reasonable efforts to notify You and Partner via email as follows:

(A) Thirty (30) days prior to termination of the Agreement in the events specified in Section 6.4(C) above.

(B) Three (3) days prior to termination of the Agreement in the event specified in Section 6.4(B).

(C) Seven (7) days prior to termination of the Agreement in the event specified in Section 6.4 (D), (E), (F).

JetBrains may immediately suspend the Organization or User Account from the date of such termination notice until the expiry of the notice period. During the notice period, you may object to the termination in writing and must provide any information reasonably requested by JetBrains.

6.6. **Effect of Termination**. On termination, your rights under this Agreement end and you are no longer entitled to use the User or Organization Account or Partner Portal Services.

7. Business Ethics and Compliance with Trade Control Laws

7.1. **Ethical business conduct**. You declare to conduct business in a legal, ethical and proper way only. You also acknowledge that JetBrains strictly rejects and does not tolerate any improper or illegal business practices (as defined per applicable laws).

7.2. **Export Control Laws**. You shall comply with all applicable laws and regulations with regards to economic sanctions, export controls, import regulations, and trade embargoes (all herein referred to as Sanctions), including those of the European Union and United States. You declare that you are not a person targeted by Sanctions nor is it otherwise owned or controlled by or acting on behalf of any person targeted by Sanctions. Further, you warrant that you will not download or otherwise export or re-export software or any related technical data directly or indirectly to any person targeted by Sanctions or download or otherwise use software for any end-use prohibited or restricted by Sanctions.

7.3. **Anti-Bribery Laws**. You shall comply with all applicable anti-bribery and anti-corruption laws. Consistent with these laws you must not, directly or through someone else, offer, promise, authorize, approve, or make improper or corrupt payments, or provide anything else of value, in order to influence a business or governmental decision or to secure an improper advantage. Improper behavior can include giving unlawful gifts, entertaining people in certain ways, covering expenses relating to political, charitable, or sponsorship activity, as well as offering, promising, or giving anyone work or a position with the intention of winning or retaining business, or influencing a commercial or governmental decision. Bribing someone with a 'facilitation' payment or in any other way is strictly prohibited, whether directly or indirectly, and irrespective of whether the bribed person is privately or publicly employed.

7.4. **Anti-Competition Laws**. You shall comply with all applicable laws and regulations that prohibit anti-competition practices. Such laws are also referred to as antitrust or anti-cartel laws and prohibit improper cooperation with competitors or companies - among others, bid-rigging, exchange of business sensitive information, customer/territory allocation or market sharing.

7.5. **Reporting of illegal or improper conduct**. You are required to immediately report any illegal, improper or corrupt requests you identify in association with this Agreement to ethics@jetbrains.com, compliance@jetbrains.com, or legal@jetbrains.com and refrain from engaging in unlawful or prohibited activity. You are also encouraged to address any questions relating to this section to the contacts above.

8. Limited Liability

8.1 ORGANIZATION ACCOUNT, USER ACCOUNT, AND PARTNER PORTAL SERVICE ARE PROVIDED TO YOU ON AN 'AS IS' AND 'AS AVAILABLE' BASIS WITHOUT WARRANTIES. USE OF ORGANIZATION ACCOUNT, USER ACCOUNT AND PARTNER PORTAL SERVICE IS AT YOUR OWN RISK.

8.2 JETBRAINS MAKES NO WARRANTY AS TO THE USE OR PERFORMANCE OF THE PARTNER PORTAL. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, JETBRAINS, AND ITS SUPPLIERS, DISCLAIM ALL WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, WITH REGARD TO ORGANIZATION ACCOUNT, USER ACCOUNT AND PARTNER PORTAL SERVICE, AND THE PROVISION OF OR FAILURE TO PROVIDE MAINTENANCE OR SUPPORT. USER MAY HAVE OTHER RIGHTS, WHICH VARY FROM STATE/JURISDICTION TO STATE/JURISDICTION.

8.3 JETBRAINS (AND ITS AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES) DO NOT WARRANT THAT (A) ORGANIZATION ACCOUNT, USER ACCOUNT AND PARTNER PORTAL SERVICE ARE ACCURATE, RELIABLE, OR CORRECT; (B) THAT ORGANIZATION ACCOUNT, USER ACCOUNT AND PARTNER PORTAL SERVICE WILL

MEET USER'S REQUIREMENTS; (C) THAT ORGANIZATION ACCOUNT, USER ACCOUNT AND PARTNER PORTAL SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED, OR SECURE; (D) THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR (E) THAT ORGANIZATION ACCOUNT, USER ACCOUNT AND PARTNER PORTAL SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF ORGANIZATION ACCOUNT, USER ACCOUNT AND PARTNER PORTAL SERVICE ARE ACCESSED AND USED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY OR LOSS OF DATA THAT RESULTS FROM ACCESS OR USE.

9. Disclaimer

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

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

10. Miscellaneous

10.1. **Entire Agreement**. This Agreement, together with the Partner Agreement, JetBrains Website Agreement the JetBrains Account Agreement, and the Privacy Policy, constitutes the entire agreement between the parties concerning its subject matter and supersedes any prior agreements between you and JetBrains regarding your use of Partner Portal. No purchase order, other ordering document or any handwritten or typewritten text which purports to modify or supplement the printed text of this Agreement or any schedule will add to or vary the terms of this Agreement unless signed by both Parties.

10.2. **Reservation of Rights**. JetBrains reserves the right at any time to cease the support of Organization or User Account and to alter prices, features, specifications, capabilities, functions, terms of use, release dates, general availability, or other characteristics of Partner Portal, Organization or User Account.

10.3. **Changes to this Agreement**. We may update or modify this Agreement from time to time, including any referenced policies and other documents. If a revision meaningfully reduces your rights, We will use reasonable efforts to notify you (by, for example, contacting you at the email address that you have provided to us, by posting on JetBrains Website, or via Partner Portal). If We modify this Agreement, the modified version of the Agreement will be effective immediately. In this case, if you object to the updated Agreement terms, as your exclusive remedy, you may terminate this Agreement by deleting your User Account. You may be required to click through the updated Agreement to show your acceptance. For the avoidance of doubt, the Organization Account cannot be deleted by a User and, in relation to the Organization, the modified version of the Agreement will be effective in accordance with the Partner Agreement.

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

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

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

10.7. **Governing Law**. This Agreement will be governed by the laws of the Czech Republic, without regard to conflict of laws principles, and specifically excluding the United Nations Convention on Contracts for the International Sale of Goods. The parties to this Agreement undertake to use 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 arbitrators in accordance with the Rules of that Arbitration Court, and the language of the proceedings will be English..10.8. You declare that you have had sufficient opportunity to review this Agreement, understand the content of all of its clauses, negotiate its terms, and seek independent professional legal advice in that respect before entering into it. Consequently, any statutory 'form contract' or 'adhesion contract' regulations shall not be applicable to this Agreement.

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

For exceptions or modifications to this Agreement, please contact JetBrains at:
Address: Na Hrebenech II 1718/10, Prague, 14000, Czech Republic
Fax: +420 241 722 540
Email: legal@jetbrains.com