

JetBrains Plugin Marketplace Agreement

Version 1.1, effective as of May 24th, 2018

1. Parties

1.1. “JetBrains” or “We” means JetBrains s.r.o., having its principal place of business at Na hřebenech 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.

1.2. “Customer” or “You” means the physical person or legal entity accepting this Agreement. For legal entities, “Customer” includes any entity which controls, is controlled by, or is under common control with Customer. For the purposes of this definition, “control” means (i) the power, directly or indirectly, to direct or manage such entity, whether by contract or otherwise, or (ii) ownership of fifty percent (50%) or more of the outstanding shares or beneficial ownership of such entity.

2. Definitions

2.1. “Agreement” means this JetBrains Plugin Marketplace Agreement.

2.2. “JetBrains Products and Services” means any generally available JetBrains software product identified by JetBrains as an individual developer tool, teamware tool, or online service.

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

2.4. “Privacy Policy” means the JetBrains Privacy Policy available at <https://www.jetbrains.com/company/privacy.html> which may be updated from time to time.

2.3. “Personal data” means any information which can identify an individual.

2.4. “JetBrains Plugin Marketplace Service” means any platform at which JetBrains markets the Plugins, including the website <https://plugins.jetbrains.com> or any other website or other platform, whether named as JetBrains Plugin Marketplace Service, JetBrains Repository or otherwise.

2.5. “Plugin” means any plugin, extension, or other software designed to work with the JetBrains Products and Services.

2.6. “Free Plugin” means a Plugin which is available to Users for free.

2.7. “Paid Plugin” means a Plugin that is provided to Users for a consideration.

2.8. “Developer-Paid Plugins” means Plugins created by third party Developers which are provided to Users for a fee paid to Developer.

2.9. “Developer” means a third party developing and making available a Plugin through JetBrains Plugin Marketplace Service.

3. General

The JetBrains Plugin Marketplace Service provides the functionality of downloading, distribution, listing, and management of Plugins. This Agreement governs usage of JetBrains Plugin Marketplace Service.

4. Grant of Rights

4.1. You may use JetBrains Plugin Marketplace Service to get access to Plugins in order to download and use them as long as you comply with the terms of this Agreement.

4.2. Without written JetBrains permission You may not:

4.2.1. remove any copyright or other proprietary notices displayed or contained in JetBrains Plugin Marketplace Service;

4.2.2. modify or alter JetBrains Plugin Marketplace Service in any way;

4.2.3. distribute, sell, lease, rent, or provide JetBrains Plugin Marketplace Service or its parts to others.

4.3. JetBrains reserves the right to revoke authorization to use, access, view, download, and print JetBrains Plugin Marketplace Service content at any time, and you shall discontinue such use immediately upon notice from JetBrains.

4.4. The rights granted to you for use of JetBrains Plugin Marketplace Service constitute a grant of rights and not a transfer of title.

4.6. The use of JetBrains Plugin is governed by the default end user Plugin license agreement as included in clause 6 below ("Standard EULA"). Use of Developer Plugins are governed by the terms and conditions of an end user Plugin license agreement between you and the Developer as referred to in the Plugin description ("Developer EULA").

4.7. The JetBrains Plugin Marketplace Service allows you to post reviews or comments of Plugins. Any review by you of a Plugin must be made in good faith after reasonable evaluation of the full Plugin. All reviews must comply with good manner, and JetBrains (in its discretion) may take down reviews or block reviewers in event of a violation of good manners.

4.8. Due to the nature of the provided service, your first name, last name, email, and username may be visible to other users of JetBrains Plugin Marketplace.

4.9. JetBrains reserves the right to remove any content, including comments or ratings, from JetBrains Plugin Marketplace at any time in its sole discretion.

5. Related Terms

Due to the nature of provided services, usage of JetBrains Plugin Marketplace Services and Paid Plugins is governed by this Agreement, the JetBrains Website Agreement available at <https://www.jetbrains.com/company/useterms.html> and the Terms of Purchase available at <https://www.jetbrains.com/store/terms/>. Developer-Paid Plugins may be covered by additional agreement concluded between You and the Developer.

6. Standard EULA

This Standard EULA governs the terms of use of the JetBrains Plugin made available to you via the JetBrains Plugin Marketplace Service. This Standard EULA is entered into between You and JetBrains. JetBrains does not and will not have any responsibility or liability related (i) to Your compliance or non-compliance with the Developer EULA or (ii) to Your use of the Plugin.

If the Plugin is Paid Plugin, you must ensure that the maximum number of users that are able to access and use the Plugin concurrently ("Plugin Users") does not exceed the number of Plugin Users for which you have ordered the Plugin and paid the price.

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

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

ALL JETBRAINS PLUGINS ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES. USE OF THE PRODUCTS IS AT YOUR OWN RISK. JETBRAINS MAKES NO WARRANTY AS TO ITS 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 THE JETBRAINS PLUGINS, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES. JETBRAINS DOES NOT WARRANT THAT THE JETBRAINS PLUGINS ARE ACCURATE, RELIABLE OR CORRECT; THAT THE JETBRAINS PLUGIN WILL MEET YOUR REQUIREMENTS; THAT THE JETBRAINS PLUGIN WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE JETBRAINS PLUGINS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

IN NO EVENT WILL JETBRAINS BE LIABLE FOR ANY DIRECT OR INDIRECT COSTS, LOSSES OR DAMAGES ASSOCIATED WITH THE USE OF DEVELOPER PLUGINS. DEVELOPER PLUGINS ARE PROVIDED UNDER THE TERMS PROVIDED BY THE DEVELOPER.

JETBRAINS SHALL NOT BE LIABLE 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 USE OF THE JETBRAINS PLUGIN, EXCEED THE FEES WHICH YOU PAID VIA THE JETBRAINS PLUGIN MARKETPLACE SERVICE FOR THE JETBRAINS PLUGINS IN THE THREE-MONTH PERIOD PRECEDING THE CLAIM. THIS LIMITATION WILL APPLY EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THE LIABILITY EXCEEDING THE AMOUNT AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

7. Personal Data

7.1. When using JetBrains Plugin Marketplace Service, you need to provide JetBrains with identifiable information such as the information mentioned in clause 7.2. Processing of any Personal data we collect from you is governed by our Privacy Policy, by JetBrains Website Terms available at <https://www.jetbrains.com/company/useterms.html>, by JetBrains Account Agreement available at https://www.jetbrains.com/legal/agreements/jetbrains_account.html, by this Agreement or any other agreement you may have entered into with JetBrains which specifically addresses processing of Personal data.

7.2. To provide You with functionality described in clause 4.1, JetBrains may use Your first name, last name, email, username, physical address, IP address, cookies, payment information and tax ID.

7.3. Data You upload is not expected to contain any Personal data.

7.4. You shall keep your Personal data up-to-date, update the information or report it to JetBrains if any inconsistency takes place.

8. Term and Termination

8.1. The term of this Agreement will commence upon the acceptance of this Agreement by User as set forth in the preamble above.

8.2. You may terminate this Agreement at any time by via Your JetBrains Plugin Marketplace Service.

8.3. JetBrains may terminate this agreement if:

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

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

(C) JetBrains elects to discontinue providing the JetBrains Plugin Marketplace Service, in whole or in part.

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

(A) Thirty (30) days prior to termination of the Agreement in the events specified in Section 8.3(C) above.

(B) Three (3) days prior to termination of the Agreement in the event specified in Section 8.3(B).

8.5. Upon expiration or termination of this Agreement by User under Section 8.2.

9. Export Controls

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

10. Limited Liability

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

11. Disclaimer

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

11.2. OUR TOTAL LIABILITY IN ANY MATTER ARISING OUT OF OR IN RELATION TO THIS AGREEMENT IS LIMITED TO ONE HUNDRED (100) 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.

11.3. Plugins made available in the JetBrains Plugin Marketplace Service by a Developer and any information and materials made available together with the Plugin (together “Content”) is the sole responsibility of such Developer. JetBrains is not responsible for any such Content. JetBrains does not represent or warrant the quality, security, completeness, reliability, usefulness, accuracy or compliance of any Plugin or other Content. JetBrains hereby disclaims all warranties, including but not limited to any implied warranties of title, non-infringement, merchantability or fitness for a particular purpose, relating to such Plugins.

12. Miscellaneous

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

12.2. Reservation of Rights. JetBrains reserves the right at any time to cease the support of the JetBrains Plugin Marketplace and to alter prices, features, specifications, capabilities, functions, terms of use, release dates, general availability or other characteristics of the JetBrains Plugin Marketplace Service.

12.3. 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, sending an email to You provided to us, posting on JetBrains Website, or via the Product itself). If We modify this Agreement, the modified version of the Agreement will be effective immediately. In this case, if You object to the updated Agreement terms, as Your exclusive remedy. You may be required to click through the updated Agreement to show Your acceptance.

12.4. 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.

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

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

12.7. Governing Law. This Agreement will be governed by the laws of the Czech Republic, without regard to conflict of laws principles. User agrees that any litigation relating to this Agreement may only be brought in, and will be subject to the jurisdiction of, any competent court of the Czech Republic. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

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

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

12.10. Notice. JetBrains may deliver any notice to User via electronic mail to an email address provided by User, JetBrains Plugin Marketplace, registered mail, personal delivery or 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 JetBrains Plugin Marketplace (irrespective of when User actually receives it), (iii) upon personal delivery, (iv) one (1) day after deposit with express courier, (v) or five (5) days after deposit in the mail, whichever occurs first.

12.11. Children and minors. If You are under 18 years old, then by entering into this Agreement you explicitly stipulate, that (i) You have legal capacity to conclude this Agreement or that you have valid consent from a parent

or legal guardian to do so and (ii) You understand JetBrains Privacy Policy available at: <https://www.jetbrains.com/company/privacy.html>. You may not enter into this Agreement if you are under 13 years old. IF YOU DO NOT UNDERSTAND THIS SECTION, DO NOT UNDERSTAND THE JETBRAINS PRIVACY POLICY OR DO NOT KNOW WHETHER YOU HAVE THE LEGAL CAPACITY TO ACCEPT THESE TERMS, PLEASE ASK YOUR PARENT OR LEGAL GUARDIAN FOR HELP.

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

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

Fax: +420 241 722 540

Email: legal@jetbrains.com