Terms and Conditions of Purchase

Version 18, effective as of December 10, 2018

GENERAL

In these Terms and Conditions of Purchase ("Purchase Terms"):

1. "Customer" means an individual or a legal entity purchasing Product directly from JetBrains.
2. "JetBrains" means:
   - A. if Customer is located outside North and South America, the Russian Federation (as specified below), Switzerland (as specified below) and South Africa, JetBrains s.r.o. with its registered office at Na hřebenech II 1718/10, Prague, 14000, Czech Republic, registered with Commercial Register kept by the Municipal Court of Prague, Section C, file 86211, ID.Nr.: 265 02 275, or
   - B. if Customer is located in North or South America, JetBrains Americas, Inc., a Delaware corporation with its registered office at 10 Lake Center Drive, Suite 203, Marlton, NJ 08053, USA.
   - C. if Customer is located in
     - a) Switzerland and has a valid local VAT ID number, or
     - b) South Africa
     - c) Russian Federation

     JetBrains Distributions s.r.o., with its registered office at Na hřebenech II 1718/10, Prague, 14000, Czech Republic, registered with Commercial Register kept by the Municipal Court of Prague, Section C, file 295970, ID.Nr.: 071 74 811
3. "Product" means any software program or service made available by JetBrains, unless otherwise expressly stated in these Purchase Terms. The use of Product by Customer is governed by the applicable Terms of Use.
4. "Plugin" means any plugin, extension, or other software designed to work with Product.
5. "JetBrains Plugin" means a Plugin created by JetBrains.
6. "JetBrains Marketplace" means any platform at which JetBrains markets Plugins, including the website https://plugins.jetbrains.com or any other website or other platform, whether named JetBrains Marketplace, JetBrains Repository, or otherwise.
7. "JetBrains Website" or "Site" 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/.
8. "Terms of Use" mean the terms and conditions of end-user license agreement, subscription terms, terms of service, or other standard customer agreements set forth by JetBrains s.r.o. and applicable to Product or Plugin in addition to these Purchase Terms.
9. "Privacy Policy" means the JetBrains Privacy Policy available at https://www.jetbrains.com/company/privacy.html, which may be updated from time to time.
10. "Personal data" means any information relating to an identified or identifiable natural person.

Customer accepts these Purchase Terms by placing an order for Product or Plugin with JetBrains.

For orders placed online on JetBrains Website, the entity with which Customer is contracting is shown on the Order Checkout page above the "Place Order" button. For orders placed by fax or email, the entity with which Customer is contracting is shown on invoice issued to Customer by JetBrains.

Orders placed by Customer with a reseller of JetBrains are subject to terms and conditions of purchase set forth by that reseller.

ORDER PLACEMENT AND ACCEPTANCE

Customer may place an order with JetBrains:

1. online on the JetBrains Website;
2. by fax or email using the appropriate contact of JetBrains.

Order details shall be in English. Customer can modify order details before acceptance of Customer order by JetBrains by submitting a written notice to JetBrains. English is the preferred language for order-related enquiries.

Any order is not binding upon JetBrains until accepted by JetBrains. Non-acceptance of an order may be the result of one of the following:

1. failed payment;
2. growing backlog or negative payment history;
3. incomplete or incorrect order details, such as missing email address for delivery, missing Customer billing address, or a pricing or product description error, among others;
4. ineligibility according to the order criteria (e.g. entitlement to upgrade or to certain Product or Plugin purchase options restricted to particular users or purpose of use); or
5. for any reason at the sole discretion of JetBrains.

PRICES AND PAYMENT TERMS

JetBrains sets prices and accept payments for Products in one of the following currencies depending on Customer's country: USD, EUR, GBP, or CZK. Prices in any currency are subject to change by JetBrains.

A Plugin may be offered to Customer either free of charge ("Free Plugin"), or for a fee paid to JetBrains ("Paid Plugin") as stated in the Plugin description available at the JetBrains Website, or for a fee paid directly to the third-party developer ("Developer-Paid Plugin"). The following rules of this section, Prices and Payment Terms, apply only to Products and Paid Plugins. The rules for Developer-Paid Plugins may be covered by additional terms agreed between the Developer and Customer. Prices for Paid Plugins are set in one of the following currencies depending on Customer's country: USD, EUR, GBP, or CZK. Prices in any currency are subject to change by the Developer or JetBrains.

JetBrains accepts major debit and credit cards (collectively, "payment cards") for online orders via third-party payment gateway providers, including, but not limited to, Adyen and PayPal. JetBrains is not responsible for any payment failure resulting from inaccurate payment card details provided by Customer when placing an online order, any restrictions applicable to payment card by Customer's bank, or payment gateway failure.

By purchasing Product or a Plugin requiring regular payments on a monthly, quarterly, or annual basis ("Recurring Payments"), Customer authorizes JetBrains to charge Customer's payment card automatically at the interval and in the amount selected by Customer based on the available options during the purchase process. Customer agrees that the payment card specified by Customer for Recurring Payments is, and will continue to be, an account that Customer owns or is otherwise legally authorized to use, and that Customer will maintain sufficient availability under Customer's credit card limit, or sufficient funds in the account linked to Customer's debit card, as applicable, to pay Recurring Payments. Customer can cancel Recurring Payments at any time via Customer's account at https://account.jetbrains.com prior to the next Recurring Payment due date. If Customer cancels Recurring Payments after this time, the cancellation will not take effect until the following Recurring Payment due date, and no refund or partial refund will be issued to Customer by JetBrains.

JetBrains only accepts purchase orders from existing corporate Customers that have no outstanding payments past due. Purchase orders can only be paid by wire transfer on net 30 days terms, unless otherwise specified on invoice issued to Customer by JetBrains. Purchase orders from newly registered corporate Customers and offline orders from individual Customers are subject to advance payment by wire transfer.

PRODUCT DELIVERY

JetBrains ships no physical Products or Plugins. Any details necessary to enable Customer to download and/or use the purchased Product or Plugin will be delivered by JetBrains to Customer via email to an email address provided by Customer (and in case of Plugins also made available to Customer via JetBrains Website). Customer is responsible for providing JetBrains with a valid email address for delivery purposes.

JetBrains will use its commercially reasonable best efforts to deliver Product or a Plugin purchased by Customer within 2 business days of the order acceptance. JetBrains shall not be liable for any failure to deliver Product or

Plugin within this timeframe.

Products or Plugins shall be deemed delivered to Customer on the date when JetBrains sends Product or a Plugin email to the email address provided by Customer. JetBrains shall not be liable for any failure to deliver Product or a Plugin to Customer due to non-delivery of an email message concerning Product or a Plugin.

TAXES AND DEDUCTIONS

Product and Plugin prices do not include any national, state or local sales tax, use tax, value added tax (VAT), goods and sales tax (GST) or other tax ("Local Tax").

If purchase is subject to any Local Tax, it can be added to the invoice. In such case, JetBrains reserves the right to use global service provider TAXAMO CHECKOUT LIMITED Ltd. as its commissionaire to invoice Customer. Notwithstanding the foregoing, JetBrains remains Customer's counterparty and no other provisions of these Purchase Terms shall be affected.

If there is a possibility to issue the invoice without Local Tax, Customer is obliged to provide JetBrains with a valid Local Tax number (e.g. VAT ID) or valid exemption documentation.

Customer bears the sole responsibility for any withholding tax liabilities, and no deductions shall be made by Customer from the amount payable to JetBrains or Taxamo Checkout Limited Ltd. under any invoice.

Any correction to an invoice due to tax reasons (in particular based on the provision of Customer's Local Tax number) shall be requested by Customer by the 7th day of the month following the month when the affected invoice was issued, at the latest. JetBrains reserves the right to reject any such request if received after this date.

TEMPORARY SUSPENSION FOR NON-PAYMENT

If Customer fails to pay any amount on time under these Purchase Terms and the applicable Terms of Use, JetBrains reserves the right to, at its sole discretion, suspend the Customer's access to JetBrains' Products until such time as it is satisfied that all payments have been made or terminate the Terms of Use, in the manner specific in the applicable Terms of Use.

If JetBrains suspends Customer's access to JetBrains' Products for any failure to, or delay in, payment of any amount, Customer must pay the entire outstanding amount in order to restore its access to JetBrains' Products. During any period of suspension, Customer hereby agrees that JetBrains is entitled to charge Customer for the entire period during which Customer has access to JetBrains Products.

WITHDRAWAL AND REFUND

Any refund request following the Product or Plugin purchase date will be subject to prior authorization by JetBrains, and acceptance of such request shall be at the sole discretion of JetBrains, unless otherwise provided by applicable law.

EXPORT CONTROL

Customer shall comply with all applicable laws and regulations with regards to: economic sanctions; export controls; import regulations; and trade embargoes (collectively "Export Control Laws"), including those of the European Union and United States (specifically the Export Administration Act of 1979 and the Export Administration Regulations ("EAR")). Customer acknowledges that it is not an entity targeted by Export Control Laws nor is it otherwise owned or controlled by or acting on behalf of any person targeted by Export Control Laws. Further, Customer agrees to ensure that neither JetBrains Products and/or Plugins, nor any related technical information, are:

1. Downloaded, transferred, exported, or re-exported directly or indirectly in violation of Export Control Laws; or

2. Used for any purpose prohibited by Export Control Laws, including but not limited to nuclear, chemical, or biological weapons proliferation.

In accordance with the EAR, JetBrains Products and/or JetBrains Plugins typically:

1. Fall under the Export Control Classification Number (ECCN) EAR99;
2. May be exported under the EAR to entities with No License Required ("NLR"), except for entities within restricted and/or embargoed destinations, identified as prohibited end-user(s) and/or participate in prohibited end-use and/or proliferation activities. Restricted countries currently include, but are not necessarily limited to, Cuba, North Korea, Sudan, and Syria.

Information provided under Section Export Control is only intended for general information purposes and should not be construed as legal advice concerning the export control laws and regulations of any country. For details on export restrictions applicable to Products and/or Plugins, Customer should refer to the laws and regulations of the relevant jurisdiction.

MISCELLANEOUS

No terms and conditions other than the terms and conditions contained herein shall be binding upon JetBrains, unless accepted by JetBrains in writing and signed by the duly authorized representative of JetBrains. If Customer's terms and conditions of purchase are different from or in addition to these Purchase Terms, these Purchase Terms shall prevail and Customer's terms are hereby rejected, unless otherwise agreed in writing with JetBrains.

These Purchase Terms are subject to change at any time by JetBrains by posting the updated Purchase Terms on the JetBrains website at www.jetbrains.com.

Customer declares having had sufficient opportunity to review these Purchase Terms, understood the content of all of their clauses, negotiated their terms and sought independent professional legal advice in that respect, before accepting these Purchase Terms. Consequently, any statutory "form contracts" ("adhesion contracts") regulations shall not be applicable to these Purchase Terms.

If Customer is located outside North and South America, these Purchase Terms shall be governed by the laws of Czech Republic, without reference to conflict of laws principles, and the parties agree that any litigation relating to these Purchase Terms may only be brought in, and shall be subject to the jurisdiction of, any Court of Czech Republic.

If Customer is located in North or South America, then the following applies: these Purchase Terms shall be governed by and construed under the laws of the State of New Jersey, without reference to conflict of laws principles of that state or any nation state. The parties agree that any litigation relating to these Purchase Terms shall be settled by the court of competent jurisdiction in the State of New Jersey. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these Purchase Terms.

If the Customer is located in the Russian Federation, Product means only YouTrack and Datalore and no other JetBrains products whatsoever. Provision of JetBrains products other than YouTrack and Datalore to Customers located in the Russian Federation is not governed by these Purchase Terms.

PERSONAL DATA

In connection with purchase of Products and Plugins by Customer, JetBrains and associated companies of JetBrains will process Customer's Personal Data, in particular, Customer's contact and identification details and information about Customer's subscription and payments, for the following purposes:

1. To provide Customer with software services or information;
2. To protect JetBrains from piracy and unlawful use of JetBrains software or services;
3. To improve JetBrains offerings based on usage;
4. For internal evidence of JetBrains and to protect the rights and interests of JetBrains and other users;
5. To promote and market JetBrains software and services; and
6. To fulfil legal duties stipulated by accounting, taxation, and other laws.

Customer may object to processing of Customer's Personal Data for the purposes 1 to 4 at any time. More detailed information about personal data processing for the above-mentioned purposes and about Customer's rights can be found in the Privacy Policy.

For the above purposes, JetBrains may process information including but not limited to Customer's name, email address, username, physical address, telephone number, payment data, company name, and tax identification number where applicable. To receive the software, support, and services, Customer explicitly fills in their Personal Data, whether Customer purchases a JetBrains Downloadable Software Product, a Plugin, or JetBrains Software as a Service.

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

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

1. A third-party payment provider to process payment transactions.
2. A third-party cloud accounting service.
3. Resellers who are handling purchases of JetBrains products in a certain region. Information about the reseller obtaining Customer's Personal Data is indicated to Customer before the transfer is made.
4. Other representatives of the same Customer.
5. A third-party Plugin vendor.

JetBrains may communicate with Customers by sending them emails aiming to help avoid interruption of a service. Such examples include but not limited to:

1. payment reminders,
2. debt reminders,
3. license expiration reminders,
4. license delivery and confirmation emails,
5. credit card expiration reminders about cards saved for automatic payments for licenses,
6. purchase follow-ups requesting information about Customer's company for enhancement of customer service,
7. license assignment emails,
8. administrator invitation emails, and
9. purchase administration requests.

For any questions regarding these Purchase Terms, please contact us at legal@jetbrains.com.