# TeamCity Cloud Terms of Service

**Version 2.0, effective as of September 23, 2024**

Welcome to JetBrains TeamCity!

These Terms of Service constitute a legally binding document, and it is important that You read them carefully.

JETBRAINS TEAMCITY REQUIRES A HEIGHTENED AWARENESS OF SECURITY-RELATED ISSUES, INCLUDING ENABLING USER ACCESS TO YOUR DATA. PLEASE FAMILIARIZE YOURSELF WITH TEAMCITY'S CHARACTERISTICS AND CAPABILITIES BY READING THE DOCUMENTATION (DEFINED BELOW) AND WITH YOUR RESPONSIBILITIES SET OUT IN THESE TERMS OF SERVICE. PLEASE NOTE THE DISCLAIMERS AND LIMITATIONS OF LIABILITY BELOW IN SECTIONS 10 AND 11, AS WELL AS THE INDEMNIFICATION PROVISIONS IN SECTION 9.

You understand that by accepting these TeamCity Cloud Terms of Service (by clicking the "I agree" or a similar button or by accessing or using TeamCity), You enter into a legal agreement and agree to certain legal conditions for Yourself or for the legal entity that You represent.

By accepting these TeamCity Cloud Terms of Service, You confirm that You understand them, You agree to them, and You are at least 13 years of age.

## 1. Introduction

These JetBrains TeamCity Cloud Terms of Service ("**Terms**") describe how You can access, purchase, and use TeamCity.

Accepting these Terms creates a legal agreement between (i) JetBrains s.r.o., a company registered in the Commercial Register of the Prague Municipal Court, Section C, File 86211, ID No. 265 02 275 with its registered office at Na Hřebenech II 1718/8, Prague, 14000, Czech Republic ("**JetBrains**", "**We**", or "**Us**") and (ii) You, either a legal entity or a natural person ("**Customer**" or "**You**"). JetBrains and Customer may each also be referred to individually as a "**Party**" or jointly as the "**Parties**".

If You accept these Terms on behalf of a legal entity, You confirm ('represent and warrant') that You are authorized to enter into agreements on behalf of that legal entity. If these Terms are accepted using an email address provided by a legal entity, We will regard ('deem') You as authorized to represent that legal entity. You must be able to enter into contracts ('have capacity').

***Summary: Accepting these Terms creates a legal agreement between You and JetBrains. There are legal implications to accepting these Terms.***

## 2. Definitions

#### a) Special legal phrases

There are certain phrases that have an accepted meaning for lawyers. To ensure these Terms are 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 these Terms that have a particular defined meaning. When the word or phrase is used for the first time, it is defined and capitalized. These Terms also use the following definitions:

"**Affiliate**" means, with respect to any party, any entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control of that party. 'Control' for such purposes means the possession, direct or indirect, of the power to direct or affect the direction of the management and policies of a

person or entity, whether through the ownership of voting securities, by contract, or otherwise. You are responsible for the compliance of Your Affiliate with these Terms.

"**Build Agent**" means a software application hosted in TeamCity that executes commands and runs software build processes. A Build Agent can also be hosted by You outside of TeamCity ("**Self-Hosted Build Agent**").

"**Committer**" means any unique individual or bot that makes changes to all or part of Your Repository that You instruct TeamCity to monitor.

"**Confirmation**" means an email confirming Your rights to use TeamCity and containing important information about Your Subscription Plan, such as ('including, but not limited to') the Subscription Period, the price of Your Subscription, and the number of Resources that You are entitled to, as well as important payment information.

"**Build Credits**" mean units that can be allocated for the utilization of various Resources in TeamCity, as described on the JetBrains Website and in these Terms.

"**Data**" means any of Your data that is transferred to, stored in, processed by, or otherwise used in TeamCity.

"**Documentation**" means the latest versions of all online TeamCity technical documentation available at https://www.jetbrains.com/help/teamcity/cloud/teamcity-cloud-documentation.html and any other relevant TeamCity policy available on the JetBrains Website that applies to TeamCity.

"**JetBrains Account**" means an account created by You at https://account.jetbrains.com enabling the administration of and/or access to TeamCity.

"**JetBrains Website**" means the TeamCity product website at https://www.jetbrains.com/teamcity/ and any other website operated by Us.

"**Repository**" means all or part of a supported version-control system outside of TeamCity (e.g. JetBrains Space, GitHub, or a self-hosted system) where Your Data is stored, and to which You give TeamCity access and instructions to track changes. Repositories that are supported by TeamCity are detailed in the Documentation.

"**Resources**" means the amount of Storage, the volume of Transfer, the number of Committers, and any other resource made available to You in TeamCity.

"**Self-Hosted Build Agent**" means a Build Agent that is hosted by You outside of TeamCity.

"**Storage**" means a certain amount of memory in TeamCity, allocated to You where You can keep Your Data.

"**Subscription**" means Your right to use TeamCity in connection with features corresponding to Your Subscription Plan.

"**Subscription Period**" means the Subscription period described in Your Confirmation.

"**Subscription Plan**" means a subscription plan detailed in Your Confirmation and the specific features associated with it, as described on the JetBrains Website and/or in the Documentation. If the description of Your Subscription Plan in Your Confirmation is different from the description on the JetBrains Website or in the Documentation, the description in Your Confirmation takes precedence.

"**TeamCity**" means the JetBrains product offering known as 'JetBrains TeamCity Cloud' or 'JetBrains TeamCity Pipelines'. TeamCity comprises (a) the TeamCity hosted services, (b) Self-Hosted Build Agents, which can be downloaded in binary form, (c) the Documentation; (d) updates to TeamCity; and (e) incorporated Third-Party Software.

"**Third-Party Software**" means any third-party software program that is owned or licensed by someone other than Us and is described on the JetBrains Website.

"**Transfer**" means the downloading of Your Data from the Storage to any external location, including Self-Hosted Build Agents, in accordance with the Documentation.

"**User**" means any unique individual or bot that is authorized by You to use Your Subscription. A User can be registered under Your JetBrains Account or can be someone who has access to Your Subscription as an unregistered outsider (guest) if You have enabled guest User access for Your Subscription.

***Summary: Words starting with capital letters have special meanings. These words are defined in this section or wherever they are used for the first time in these Terms.***

## 3. Subscription, Rights, and Responsibilities

**a) Subscription**

(i) *Subscription Plan* – In order to use TeamCity, You must have a Subscription (either a free or paid Subscription Plan). When You purchase a paid TeamCity Subscription Plan, You must select either the yearly or monthly Subscription Period and a number of Committers for Your Subscription. Depending on the selected number of the Committers, You will be automatically allocated certain Resources to be used during the Subscription Period. The number of allocated Resources and limits of Your Subscription are described on the JetBrains Website.

(ii) *Start and End of the Subscription Period* – You choose when Your Subscription starts. The start date impacts the duration of the initial Subscription Period of Your paid Subscription. If the Subscription Period of Your paid Subscription Plan starts between the first and the fifth day of a calendar month:

- Monthly Subscriptions – Your Subscription Period ends on the last day of the same calendar month in which it started;
- Annual Subscriptions – Your Subscription Period ends on the last day of the previous calendar month in the following year.

If Your Subscription Period starts on the sixth day or later of a calendar month:

- Monthly Subscriptions – Your Subscription Period ends on the last day of the following calendar month;
- Annual Subscriptions – Your Subscription Period ends on the last day of the previous calendar month in the following year.

When You Purchase a TeamCity Subscription through AWS Marketplace, the following exception will apply: the Subscription Period will always be either one (1) month or one (1) year as You selected, and the provision about the impact of the start day on the end day of the Subscription Period described above will not apply.

(iii) *Resources* – Resources are allocated for each calendar month of Your Subscription. First, Resources will be allocated immediately upon payment. If the Subscription does not start on the first day of the calendar month, Resources will be allocated on a pro-rata basis, Resources will expire at the end of each month, except for additionally purchased Build Credits. For Subscriptions purchased from AWS Marketplace, Build Credits will be allocated at the beginning of each month of Your Subscription (instead of the beginning of each calendar month) and expire at the end of such monthly period (except for purchased Build Credits).

(iv) *Build Credits* – Paid Subscription plans of TeamCity use a system of credits ("**Build Credits**") that can be used to run the TeamCity build process or exchanged for Resources. If You exchange Build Credits for additional Resources, the exchange will be repeated automatically in the following monthly period, unless You opt out. The exchange rate of Build Credits to Resources can change at any time and is specified on the JetBrains Website. You understand that Build Credits can only be issued by Us and are non-refundable; they cannot be sold, traded, transferred, exchanged, or bartered, and they can only be used within TeamCity.

(v) *Automatic Renewals* – If You purchase a monthly Subscription, the Subscription Period will renew automatically for an additional month, unless You opt out from the automatic renewal in your JetBrains Account before the end of the current Subscription Period. Annual Subscription will renew automatically only if the automatic renewal is enabled during the purchase of the Subscription or later in Your JetBrains Account. You can opt out of the automatic renewal of Your Subscription or activate it in Your JetBrains Account at any time. If You remove the payment method used for the purchase of a Subscription that should be renewed, the automatic renewal will also be disabled until You decide to activate it.

(vi) *Trial Subscription* – You may be eligible for an evaluation Subscription ("**Trial Subscription**"), as described in the Documentation or on the JetBrains Website. The Trial Subscription is free and must be used only to assess whether the Product suits Your needs. You are eligible for one Trial Subscription. When the Trial Subscription ends, You will have the option to continue with a paid Subscription Plan or stop using TeamCity. If You stop using TeamCity, We will maintain Your Data for a period of thirty (30) days, in case You decide to purchase a Subscription within that time frame. After this period, Your Data will be permanently deleted.

**b) Right to use TeamCity**

You and Your Affiliates authorized by You can use TeamCity as long as You comply with these Terms, the Documentation, and the limits of Your Subscription. Subject to Your compliance with these Terms and Documentation, We grant to You during the Subscription Period a non-exclusive, revocable, conditional, worldwide right to use TeamCity as laid out in this section.

If You use TeamCity with Self-Hosted Build Agents, You may install and use an unlimited number of Self-Hosted Build Agents on the infrastructure selected by You during the Subscription Period.

**c) Your responsibilities**

You are responsible for:

(i) *Users* – creating and maintaining a JetBrains Account and the permissions You grant to Your Users, including registering User accounts and Your and Your Users' actions and omissions while using TeamCity. If You become aware that any User breaches these Terms, You must notify Us and immediately revoke that User's access to Your workspace in TeamCity.

(ii) *Confidentiality and security* – keeping Your usernames, passwords, and access tokens confidential and secure and making sure that Your Users do the same;

(iii) *Acceptable use* – using TeamCity in accordance with the Documentation, Your Subscription, and the JetBrains Products Acceptable Use Policy, which is available at https://www.jetbrains.com/legal/docs/terms/acceptable-use-policy/ ("**Acceptable Use Policy**");

iv) *Equipment* – since all deliveries under these Terms will be electronic, You must have a suitable internet connection in order to access Your JetBrains Account and to receive any deliveries. It is also Your responsibility to have access to any hardware and any third-party software needed to run TeamCity, such as a browser with compatible data security protocols;

v) *Your Data* – all Data that You or Your Users submit, store, or use in TeamCity, including ensuring that it is legal for You and Your Users to do so. You are also responsible for all legal consequences, such as claims, damages, losses, liabilities, costs, and expenses, that result from Your Data. If You become aware that any of Your Data breaches these Terms or another person's ('third-party') rights, You must notify Us and remove this Data from TeamCity;

(vi) *Settings* – maintaining the default settings We provided or the settings recommended in the Documentation; and

(vii) *Compliance with laws* – ensuring that You and Your Users use TeamCity according to all applicable laws and governmental regulations.

**d) Restrictions**

You must not, and You must make sure Your Users do not:

(i) *Interfere* – reverse-engineer, disassemble, or decompile all or part of TeamCity, or try to derive the source code of TeamCity in any way, unless applicable law allows it;

(ii) *Steal* – modify all or part of the TeamCity binaries, or modify, alter, tamper with, repair, or otherwise create derivative works of TeamCity, unless We give You express permission;

(iii) *Cheat* – use, or try to use, TeamCity in a way that avoids incurring fees as specified in Section 6;

(iv) *Transmit illegal Data* – use TeamCity to upload, store, or share, or allow others to upload, store, or share ('transmit') any material that is criminal, offensive, defamatory, or otherwise unlawful or a tort, or that breaches the privacy or intellectual property rights of anyone else ('third-party'). We have ('reserve') the right, but not the responsibility, to reject or remove any Data, suspend or ban any User, or close any User account that We believe ('in Our sole discretion') breaches these Terms, any other legal agreement with Us, or Our policies, or is otherwise illegal;

(v) *Facilitate unauthorized access* – allow unauthorized access to TeamCity, unless expressly permitted by these Terms;

(vi) *Resell or distribute* – resell or otherwise provide TeamCity or access to TeamCity to any third party, except if We give You express permission; and

(vii) *Hack* – utilize any procedures or tools to bypass TeamCity security or utilize or allow TeamCity to be utilized for the purpose of hacking, tunneling, or otherwise gaining unauthorized access to any computer or system.

More details are included in the JetBrains Products Acceptable Use Policy, which is made available at https://www.jetbrains.com/legal/docs/terms/acceptable-use-policy/.

#### e) Our responsibilities

We will make commercially reasonable efforts to make TeamCity available to You. TeamCity may be unavailable to You during planned downtime, failures of TeamCity – including failures or delays caused (fully or in part) by an internet service provider – or any unavailability caused by circumstances beyond JetBrains' reasonable control (see the 'Force Majeure' Section).

***Summary: You can use TeamCity according to these Terms. Do not breach the restrictions outlined above, as they are an important part of these Terms, and do not alter the recommended settings. Both Parties to these Terms have specific responsibilities and need to approach them with the appropriate levels of seriousness. Please pay attention to the time period in which You are entitled to use TeamCity, the fact that Your Subscription renews automatically, and the number of Resources You have purchased in Your Subscription Plan.***

## 4. Intellectual Property Rights and Ownership

#### a) We own TeamCity

We own, or have the right to use, all the proprietary and intellectual property rights to TeamCity. This includes all TeamCity-related trade secrets, copyrights, trademarks, service marks, patents, other registered or unregistered intellectual property, and system-generated data. System-generated data includes aggregate anonymized data on how TeamCity is used, system logs, metadata, registration and login data, and data required to provide support. These are Our rights ('rights are reserved'), and the only rights that You have in relation to TeamCity are those that are necessary for You to access and use TeamCity in accordance with these Terms and the Documentation.

#### b) You own Your Data

You own Your Data submitted to or created by You in TeamCity and keep all proprietary rights, including intellectual property rights. Every time You submit Data to TeamCity, You confirm that You have the right to do so and understand that You are doing so at Your own risk and that You are solely responsible for this Data and all consequences of its use in TeamCity. You also indemnify Us from any liability relating to this Data (see the 'Indemnification' Section).

#### c) Feedback

You give Us the right to use, change ('modify'), commercialize, and incorporate into TeamCity any of Your ideas, suggestions, recommendations, proposals, or other feedback relating to TeamCity. You cannot withdraw this permission after it is given (it is 'irrevocable'), and it is perpetual. We are not required to pay a fee for this feedback (it is 'royalty-free'), and We can transfer and give similar rights ('sublicense') to Your feedback to anyone else worldwide.

#### d) Third-Party Software

You understand that TeamCity integrates Third-Party Software and that by using TeamCity You might be using Third-Party Software. This Third-Party Software is provided to You on the terms and conditions of the respective Third-Party Software, and You need to comply with those terms and conditions, which are available here: https://www.

jetbrains.com/legal/third-party-software/. Nothing in these Terms limits Your right to use Third-Party Software under those applicable terms and conditions.

***Summary: TeamCity and all intellectual property relating to TeamCity is owned by Us unless We integrated Third-Party Software listed on the JetBrains Website. Any Data submitted by You remains Yours. However, You provide Us with certain limited and necessary rights to Your Data so that We can provide TeamCity and all its features to You. You have control over Your Data and maintain responsibility for it. When You share feedback with Us, We are allowed to use it.***

## 5. Access and Your Data

#### a) Access control

If You use TeamCity, Your Data might be accessible to Us and visible to other Users, depending on the nature of Your Data and the specific TeamCity feature that You use. It is Your responsibility to select and set the appropriate level of access to Your Data, as described in the Documentation.

Regardless of the level of access You set, You give Us permission to access Your Data and Repositories for the following purposes:

(i) *To provide You with TeamCity service* – We can access and utilize Your Data for the purpose of providing You with the TeamCity service and other information to Users;

(ii) *For security reasons* – We can access Your Data if We have a good reason to ('reasonably') believe this access is required to maintain the ongoing confidentiality, integrity, availability, performance, and resilience of Our systems and TeamCity;

(iii) *For support reasons* – if You request support, You give Us permission to access Your Data to carry out the support task, though You can revoke these permissions at any time; and

(iv) *If We are legally required* – We have the right to access, review, and remove all or a part of Your or Your Users' Data if We have a good reason to ('reasonably') believe that the Data breaches the law or these Terms. You understand that there are laws that could require Us to disclose Your Data, and if these laws apply, We are obliged to comply with them.

#### b) Permission to handle Your Data

If You use TeamCity, You give ('grant') Us certain permissions ('rights') so that We can provide the TeamCity service to You. Each of these permissions takes effect immediately when Your Data is submitted to TeamCity. Each permission ends when Your Data is removed from TeamCity, except as described in Our JetBrains Team Tools Data Retention Policy available at https://www.jetbrains.com/legal/docs/terms/teamware-data-retention.html, or Our Documentation. You understand that these permissions are necessary to use TeamCity, and You will not receive any payment for them.

(i) *Permission that You grant to Us*

You give Us permission to host, store, copy, alter, utilize, parse, display, publish, and share Your Data in TeamCity with You, and You allow it to be similarly shared in TeamCity with Your Users. This permission includes the right to do things such as copy it to Our database, make backups, and analyze it on Our servers. It does not permit Us to sell or otherwise transfer ownership of Your Data to a third party, nor does anything here give Us permission to grant access to Your Data to any third party (other than, to the extent applicable, to Users or third parties engaged by Us in the services under these Terms) without Your permission.

(ii) *Permission that You grant to Users*

You understand that, depending on the specific settings You choose in TeamCity, Your Users or Committers may be able to access and use any or all of Your Data submitted to TeamCity. You give Us permission to provide this access to them. These rights can be given to multiple Users (are 'non-exclusive') and apply worldwide.

**c) Manual deletion**

You can request the manual deletion of Your Data stored in TeamCity by submitting the relevant request form on the JetBrains Website. We will make commercially reasonable efforts to keep an automatic backup of the hosted Data deleted in this manner for one (1) month after deletion unless You instruct Us to delete the backup of the hosted Data along with the hosted Data.

***Summary: Any Data created by You is Yours. You have control over Your Data, as well as responsibility for it. However, You grant Us certain rights with respect to this data so that We can provide TeamCity and all its features to You.***

## 6. Fees and Payments

**a) Subscription fees**

You can use TeamCity for free when You sign up for the free Subscription Plan. The free Subscription Plan comes with limited features compared to a paid Subscription Plan, and You cannot make use of features that allow You to exceed the limits described on the JetBrains Website. If You select a paid Subscription Plan, You agree to pay Subscription fees based on the pricing described on the JetBrains Website and in these Terms, and We will charge You as stated in this Section.

**b) Subscription billing**

At the beginning of each Subscription Period, We will charge You the fee associated with Your selected Subscription Plan. For the initial Subscription Period, the Subscription fees will be adjusted on a pro-rata basis, and You will be billed for the full duration of the Subscription term, which may differ from the actual calendar month or calendar year as described above.

**c) Paid Build Credits**

If You need more Resources for Subscription purchased directly from JetBrains, You can purchase additional Build Credits ("**Paid Credits**") at any time and exchange them for the Resources that You need. Pricing and other parameters are set out on the JetBrains Website. Paid Credits that You purchase will not expire unless these Terms are terminated (see the "Term and Termination" Section). Paid Credits are not refundable unless expressly stated otherwise in these Terms.

**d) Overdraft**

If eligible, You can choose to enable an Overdraft feature ("**Overdraft**"). By enabling this feature, additional Resources will be made available to You automatically. However, We will set a limit on the amount of additional Resources available to You ("**Overdraft Limit**"). Your Overdraft Limit is based on:

(i) how many Committers You have as part of Your Subscription;

(ii) Your payment method; and

(iii) any outstanding dues and Your payment history.

If You use an Overdraft of the Subscription purchased from Us in a calendar month, We will bill You at the end of the respective month for such Overdraft. Overdrafts of Subscriptions purchased through AWS Marketplace are billed according to AWS Marketplace terms.

For the Trial Subscription or a free Subscription Plan, You cannot enable the Overdraft feature.

**e) Purchasing directly or through authorized resellers and distributors**

These Terms apply whether You pay the fees described above directly to JetBrains or through an authorized JetBrains reseller or distributor. Neither resellers nor distributors are authorized to make any promises or commitments on JetBrains' behalf, and You understand and agree that JetBrains is not bound by any obligations to You other than as specified in these Terms.

**f) Payments**

(i) *Payment terms* – Unless We agreed to specific payment or billing terms in these Terms, fees according to these Terms must be paid by You in accordance with the JetBrains Terms and Conditions of Purchase (available at www.jetbrains.com/legal/docs/store/terms/) or in accordance with the terms provided to You by Your authorized JetBrains reseller or distributor, whichever are applicable.

(ii) *Set-off* – You cannot deduct or set off any amount from the fees that You have to pay Us, even if We owe You an amount or You believe We owe You an amount ('counterclaim').

(iii) *Taxes* – All Subscription fees, and other amounts relating to TeamCity, exclude any and all applicable taxes and similar fees (except taxes based solely on Our income) now in force or that may be imposed in the future on the provision of TeamCity. You are responsible for all taxes, levies, and duties, such as value-added tax ('VAT'), sales tax, and withholding tax, that apply in Your country. You have to pay these in addition to the fees payable to Us.

**g) Resolution of late payments**

To continue using TeamCity without interruption, You must make sure that You pay all the relevant fees on time. If You do not, We may:

(i) limit Your Users' access to TeamCity or any of its features; or

(ii) suspend Your access to TeamCity or end these Terms (see the 'Temporary Suspension' and 'Term and Termination' Section).

(iii) downgrade the Subscription to a free Subscription Plan until the outstanding fees are paid.

You will reimburse Us for any additional costs that We incur in collecting late payments or that result from a breach of this Section. There will be no refunds of prepaid services in the event of termination or suspension, and We may charge You during the suspension period.

***Summary: To use TeamCity with a paid Subscription, You must pay Your Subscription fees on time. The duration of the initial Subscription depends on the start date You selected.***

## 7. Support

Your Subscription includes the support outlined on the JetBrains Website ("**Support**"). We will provide Support only to the extent required for You to use TeamCity in accordance with the Documentation.

You can request Support by submitting a Support ticket at any time. We will try to respond to Your request in a reasonable timeframe.

We can resolve a Support request by deciding in Our sole discretion to implement a publicly available patch, upgrade, or release in the future; by choosing to modify certain features, functionality, or settings; by providing necessary Support information; or by remaining inactive.

If You decide to submit Data to Us as part of Your Support request, We will keep it confidential. By providing Data, You give Us the necessary rights to access, view, store, and analyze it in the context of providing You with Support.

## 8. Service Level Agreement (SLA)

We track TeamCity's availability using Our monitoring systems, and We will use commercially reasonable efforts to make TeamCity available to You at least 99% of the time, which does not include unavailability resulting from the following:

(i) when TeamCity is offline and/or unavailable, and We let You know at least twenty-four (24) hours before the unavailability;

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

(iii) issues caused by Third-Party Software;

(iv) TeamCity features that We describe as 'early access', 'alpha', 'beta', 'testing', 'nightly build', or similar;

(v) failures attributable to Our equipment, services, technology, or Data; or

(vi) circumstances beyond Our reasonable control (see the 'Force Majeure' section).

## 9. Indemnification

#### a) Indemnity

If there are any claims, damages, losses, liabilities, or fees and similar expenses, including fair ('reasonable') attorney fees, brought against Us that are related to any of the following:

(i) *Access and use of TeamCity* – Your or Your Users' access or use of TeamCity. This includes all activities related to Your JetBrains Account and any actions taken by Your personnel in relation to TeamCity;

(ii) *Breach of these Terms* – the breach of these Terms by You or any of Your Users;

(iii) *Your Data* – Your Data or the combination of Your Data with other data, infrastructure, or processes. This includes any allegation that Your Data, or its use, development, design, production, advertising, or marketing, infringes someone else's (a 'third-party') rights, or that You have illegally or without permission claimed someone else's rights; or

(iv) *Disagreements* – disagreement between You, any of Your Users and another person;

(each of these is defined as a "**Claim**"), then You agree to indemnify, defend, and hold Us and Our owners, directors, employees, agents, and representatives harmless and to indemnify, defend, and hold Our affiliates and their owners, directors, employees, agents, and representatives harmless from any and all Claims.

#### b) Indemnity claims

We will quickly ('promptly') let You know if someone makes a Claim. If We fail to let You know quickly, then that failure will only affect Your obligation to indemnify Us to the extent that Our failure to inform You quickly adversely affected Your ability to defend Us against the Claim. When You are defending Us against the Claim, You can choose Your own lawyer, with Our written permission. If You have Our written permission, You can resolve ('settle') the Claim as You decide ('at Your discretion'). However, We can take full control of Your defense and settlement at any time.

## 10. IMPORTANT – YOUR RISK AND OUR DISCLAIMERS

(**RISK**) TEAMCITY AND ANY TEAMCITY SUPPORT IS PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS. YOU ACCESS AND USE TEAMCITY AT YOUR OWN RISK.

(**WARRANTIES & REPRESENTATIONS**) EXCEPT AS EXPRESSLY SET OUT IN THESE TERMS, WE MAKE NO REPRESENTATIONS AND GIVE NO WARRANTIES IN RELATION TO TEAMCITY - EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. THIS INCLUDES WARRANTIES THAT TEAMCITY WILL BE UNINTERRUPTED, ERROR-FREE,

OR FREE OF HARMFUL COMPONENTS, AS WELL AS WARRANTIES THAT YOUR CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED.

WE ALSO DENY ('DISCLAIM') ALL WARRANTIES. THIS INCLUDES ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

THIS DISCLAIMER DOES NOT APPLY TO REPRESENTATIONS AND WARRANTIES THAT CANNOT BE EXCLUDED BY LAW.

## 11. IMPORTANT – LIMITATION OF OUR LIABILITY

(**TYPES OF DAMAGES**) WE WILL NOT BE LIABLE TO YOU OR ANY OF YOUR USERS FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES. THIS INCLUDES DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR DATA, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(**CIRCUMSTANCES OF LOSS**) WE WILL NOT BE LIABLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH:

a) YOUR, OR YOUR USERS', INABILITY TO USE TEAMCITY, INCLUDING AS A RESULT OF A SUSPENDED SUBSCRIPTION OR THE CANCELLATION OF YOUR SUBSCRIPTION OR THESE TERMS;

b) OUR DECISION TO NO LONGER PROVIDE TEAMCITY FOR BUSINESS, ECONOMIC, LEGAL, OR REGULATORY REASONS;

c) YOUR HAVING MADE TEAMCITY AVAILABLE TO YOUR USERS;

d) YOUR USE OF TEAMCITY BEING CONTRARY TO OR INCONSISTENT WITH THE DOCUMENTATION;

e) THE COST OF PROVIDING A SUBSTITUTE FOR TEAMCITY;

f) ANY UNANTICIPATED OR UNSCHEDULED UNAVAILABILITY OF TEAMCITY OR A PART OF IT FOR ANY REASON, INCLUDING AS A RESULT OF POWER OUTAGES, SYSTEM FAILURES, OR OTHER INTERRUPTIONS;

g) ANY INVESTMENTS, EXPENSES, OR COMMITMENTS THAT YOU OR A USER TAKE ON RELATING TO THESE TERMS OR YOUR ACCESS TO OR USE OF TEAMCITY; OR

h) ANY UNAUTHORIZED ACCESS TO, MODIFICATION OR DELETION OF, DESTRUCTION OF, DAMAGE TO, OR LOSS OF YOUR DATA CAUSED BY YOU OR YOUR USERS.

(**MAXIMUM LIABILITY**) OUR MAXIMUM, OVERALL ('AGGREGATE') LIABILITY RELATING TO THESE TERMS IS LIMITED TO THE GREATER OF ONE HUNDRED (100) US DOLLARS OR THE AMOUNT THAT YOU ACTUALLY PAID TO US FOR TEAMCITY IN THE SIX (6) MONTHS BEFORE YOU CLAIMED THAT WE WERE LIABLE. THE MAXIMUM LIABILITY APPLIES EVEN IF WE WERE ADVISED THAT LIABILITY COULD EXCEED THE MAXIMUM LIABILITY AMOUNT OR EVEN IF THE LEGAL BASIS (I.E. TORT, BREACH OF CONTRACT, EQUITY, OR A SIMILAR BASIS) FOR A REMEDY IS INVALID.

## 12. Temporary Suspension

We can immediately suspend Your TeamCity Subscription if We have a good reason to ('reasonably') believe that:

(i) *Failure to pay* – You have not complied with the payment obligations in these Terms (see Section 6);

(ii) *Threats* – Your or Your Users' use of TeamCity might adversely impact or pose a security, privacy, or legal risk to TeamCity or any of its parts, Us, or another person ('third party');

(iii) *Financial distress* – You have stopped operating in the usual course of business, have transferred ('assigned') Your assets for the benefit of creditors or made a similar arrangement, or are undergoing bankruptcy, reorganization, liquidation, dissolution, or a similar proceeding; or

(iv) *Breach of terms* – You have breached these Terms, or Your use of TeamCity is in breach of applicable law.

We will make a reasonable effort to let You know of a suspension. Suspensions are temporary, but if the reasons for suspension are not resolved, We can end these Terms (see the 'Term and Termination' Section).

## 13. Term and Termination

#### a) Term

These Terms start ('take effect') when You click the "I Accept" button or provide similar consent to ('be bound by') these Terms. These Terms continue until the end of Your Subscription Period, unless they are ended ('terminated') earlier either by You or Us as described in these Terms.

#### b) Termination by You

You can terminate these Terms if We breach them. This must be done by letting Us know ('give notice') that We have breached these Terms. If this breach is not resolved within thirty (30) days, these Terms will end.

If You terminate these Terms according to this Section, We will provide a refund to You of any prepaid amount for the period that would have been Your Subscription Period after the date these Terms ended.

#### c) Termination by Us

We may terminate these Terms and Your Subscription if:

(i) You materially breached these Terms and failed to remedy the breach within thirty (30) days of written notice;

(ii) You fail to make timely payment of Subscription fees in accordance with Section 6 of these Terms;

(iii) We are required to do so by law (for example, where the provision of TeamCity to You is, or becomes, unlawful);

(iv) We elect to discontinue providing TeamCity, in whole or in part; or

(v) You have a free Subscription Plan and none of Your Users logged in for at least three (3) calendar months in a row.

We will make a reasonable effort to notify You via email (to the email address of the billing or technical contact provided by You) thirty (30) days prior to termination of these Terms in the events specified in Sections 13(c)(iii) and 13(c)(iv) above, in which case You will be entitled to a refund of the unused portion of prepaid Subscription fees, if applicable.

In the event of termination for cause specified in Section 12(c)(ii) or 12(c)(v), We will make reasonable efforts to notify You three (3) days prior to termination of these Terms. When these Terms are terminated as a consequence of Your breach of these Terms, no refund is provided.

#### d) Effect of termination

Upon the expiration or termination of these Terms, Your Subscription will be terminated, and You will have no further rights to use TeamCity, but Sections 4(c), 4(d), 6, 9, 10, 11, 14, and 17 of these Terms will remain in effect. In such a case, We will store Your Data and make it available to You for export ('download') in accordance with the Documentation and Your Subscription Plan. After the end of Your Subscription, We will have no obligation to store or make available to You any of the hosted Data and, unless legally prohibited, will have the right to remove such hosted Data from TeamCity.

## 14. Marketing

If You are a legal entity, You give Us permission to publicly identify You as Our customer and refer to You by name or trade name, display Your name, trade name, logo, and trademarks, and describe Your business in marketing materials, on the JetBrains Website, and in other public documents. You give Us permission to do this, but only for marketing purposes. We can use Your name, trade name, and trademarks. We are not required to pay a fee for this permission (it is 'royalty-free'), and it applies worldwide.

## 15. Notices

#### a) Notices by You

If You are required under these Terms to notify Us ('give notice') of anything, You may do so:

(i) by sending an email to legal@jetbrains.com. Any time period starts on the next business day after You send the email;

(ii) by courier delivery of a letter marked for the attention of the 'Legal Department' at the physical address published on the JetBrains Website. Any time period starts five (5) business days from when You send the letter; and

(iii) by registered post, marked for the attention of the Legal Department at the address displayed on the JetBrains Website. Any time period starts ten (10) business days from when You send the letter.

#### b) Notices by Us

If We are required under these Terms to notify You ('give notice') of anything, We may do so:

(i) by posting the information on the JetBrains Website. Any time period starts on the day specified on the JetBrains Website;

(ii) by sending an email to the email address to which Your Confirmation was sent. Any time period starts on the next business day after We send the email.

It is Your responsibility to check the JetBrains Website for any changes and make sure that Your email address is up to date in Our records.

## 16. Export Control Laws

You must comply with all applicable laws and regulations relating to export restrictive measures, economic sanctions, export controls, import regulations, and trade embargoes, including those maintained by the European Union and the United States of America ("**Export Control Laws**"). You confirm ('represent and warrant') that You are not an entity, nor are You owned, controlled, or otherwise related to a person or entity, or acting on behalf of any person or entity, that is targeted by Export Control Laws.

This means that You will ensure that TeamCity, related services, and/or technical data are not (i) accessed, downloaded, transferred, provided, exported, or re-exported directly or indirectly in violation of Export Control Laws; or (ii) used for any purpose prohibited by Export Control Laws.

You are also expected to report any concerns of non-compliance with these requirements and address any questions to ethics@jetbrains.com, compliance@jetbrains.com, or legal@jetbrains.com. In addition, You are required to cooperate with Us in Our efforts to verify Our and Your compliance with Export Control Laws.

## 17. General Provisions

**a) These Terms and their Parties**

These Terms, together with the order accepted by Us, form the entire agreement and replace any previous agreement between You and Us in relation to its subject matter. By accepting these Terms, You agree to use and ensure that Your Users will use the TeamCity in accordance with the JetBrains Products Acceptable Use Policy, available at https://www.jetbrains.com/legal/docs/terms/acceptable-use-policy/ and the JetBrains Team Tools User Agreement, available at https://www.jetbrains.com/legal/docs/agreements/teamware.html. Except as expressly mentioned, these Terms do not apply or give rights to anyone else ('no third-party beneficiaries').

**b) Personal Data**

Any information directly or indirectly identifying an individual or other data protected under any applicable law as personal data ("**Personal Data**") that We will process on Your behalf in connection with these Terms will be processed in accordance with the Data Processing Addendum at https://www.jetbrains.com/legal/dpa which is a part of ('incorporated into') these Terms. We may also process some of Your Personal Data in connection with these Terms in Our capacity as a data controller in accordance with Our Privacy Notice at https://www.jetbrains.com/legal/docs/privacy/privacy.

**c) Governing law and disputes**

These terms are governed by the laws of the Czech Republic, without reference to conflict of laws principles, and specifically excluding the United Nations Convention on Contracts for the International Sale of Goods. The Parties to these Terms undertake to use the best commercial efforts to amicably settle any disputes arising hereunder ("**Dispute**").

Should the Parties to these Terms fail to settle a Dispute amicably, the Dispute will be excluded from the jurisdiction of general courts. 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 (3) arbitrators in accordance with the Rules of that Arbitration Court. The language of the proceedings will be English.

Notwithstanding this, You agree that We will still be allowed to apply (i) for payment orders (or otherwise enforce payment for TeamCity provided under these Terms) in the jurisdiction in which You have Your registered seat or principal place of business, and (ii) for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

**d) Force Majeure**

We will not be responsible ('liable') for any delay or failure to perform any obligation under these Terms where the delay or failure results from any cause beyond Our reasonable control. This includes any 'acts of God', labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, public health emergencies, earthquakes, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

**e) Severability**

If a court finds that any part of, or word in, these Terms is not enforceable, that part or word will not affect the enforceability of the rest of these Terms.

**f) Interpretation**

Any heading, title, or paragraph summary is only for convenience and does not affect the interpretation of these Terms. Any instance of an inclusive word, such as 'including', is not comprehensive and refers to other items in that category. References to time or periods of time are determined in reference to Central European Time.

**g) Waiver**

Any waiver of Our rights under these Terms must be in writing and signed by Us.

**h) Changes to Terms and policies**

These Terms can be updated from time to time to reflect changes in TeamCity and how it is offered to You. If this happens, We will update these Terms on the JetBrains Website and let You know by:

(i) displaying the updated Terms to You in TeamCity;

(ii) displaying the updated Terms in Your JetBrains Account; or

(iii) sending the updated Terms to the email address used in Your JetBrains Account.

Any updated Terms will start ('come into effect') on the date specified in the updated Terms. By continuing to use TeamCity after thirty (30) days from the effective date, You agree to be bound by the modified Terms.

We respect that You may not agree to the updated Terms. If that is the case, You can terminate Your Subscription at any time up to thirty (30) days after the effective date of the updated Terms. Termination, according to this Section, entitles You to a pro-rata refund of the pre-paid unused Subscription fees.

**i) Relationship**

Your relationship with JetBrains is that of independent parties. These Terms do not create a partnership, franchise, joint venture, agency, fiduciary, employment, or any other type of relationship.

**j) Contract review**

By agreeing to these Terms, You are confirming to Us that:

(i) You have had sufficient opportunity to read, review, and consider these Terms;

(ii) You understand the content of each paragraph of these Terms; and

(iii) You have had sufficient opportunity to seek independent professional legal advice.

This means that, to the extent permitted by applicable law, any statutory provisions relating to so-called 'form' or 'adhesion' contracts do not apply to these Terms.

**k) Reservation of rights**

We reserve the right to alter TeamCity prices, features, specifications, capabilities, functions, terms of use, release dates, general availability, and other characteristics. We can also alter, limit, or cease to provide TeamCity support at any time.

**l) Children and minors**

If You are younger than 13 years old, You cannot agree to these Terms or use TeamCity. By agreeing to these Terms, You are confirming that:

i) You have the legal capacity to enter into these Terms, or, if You are between the age of 13 and 18, You have valid consent from a parent or legal guardian to do so; and

ii) You understand the JetBrains Privacy Notice, available at https://www.jetbrains.com/legal/docs/privacy/privacy.html.

IF YOU DO NOT UNDERSTAND THIS SECTION, DO NOT UNDERSTAND THE JETBRAINS PRIVACY NOTICE, OR DO NOT KNOW WHETHER YOU HAVE THE LEGAL CAPACITY TO ACCEPT THESE TERMS, PLEASE ASK YOUR PARENT OR LEGAL GUARDIAN FOR HELP.

If You have any questions about these Terms, please contact Us at legal@jetbrains.com.