YouTrack Server License Agreement

Version 15, effective as of July 22nd, 2024

Welcome to JetBrains YouTrack!

This Agreement constitutes a legally binding document, and it is important that You read it carefully.

JETBRAINS YOUTRACK REQUIRES A HEIGHTENED AWARENESS OF SECURITY-RELATED ISSUES, ESPECIALLY WHEN SHARING DATA WITH THIRD PARTIES. PLEASE TAKE STOCK OF THE CHARACTERISTICS AND CAPABILITIES OF JETBRAINS YOUTRACK BY READING THE DOCUMENTATION AND FAMILIARIZE YOURSELF WITH YOUR RESPONSIBILITIES AS SET OUT IN THIS AGREEMENT. PLEASE NOTE THE DISCLAIMERS AND LIMITATIONS OF LIABILITY IN SECTIONS 8 AND 9 BELOW.

You understand that by accepting this YouTrack Server License Agreement (by clicking the "I agree" or a similar button or by accessing or using YouTrack), You enter into a legal agreement and agree to certain legal conditions for Yourself or for the legal entity that You represent.

By accepting this YouTrack (Server) License Agreement, You confirm that You understand it, agree to it, and are at least 13 years of age.

1. Introduction

This JetBrains YouTrack (Server) License Agreement ("**Agreement**") describes how You can access, purchase, and use YouTrack.

Accepting this Agreement 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 ("**You**"). JetBrains and You may each also be referred to individually as a "**Party**" or jointly as the "**Parties**".

If You accept this Agreement 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 this Agreement is 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 this Agreement creates a legal agreement between You and JetBrains. There are legal implications to accepting this Agreement.

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 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 this Agreement.

"**Agent**" means a User that is authorized by You to respond to Reporters.

"**Confirmation**" means an email confirming Your rights to use YouTrack and containing important information about Your Subscription, such as ('including, but not limited to') the Subscription Period, the price of Your User Pack Subscription, and the number of Users and Agents with which You are entitled to use YouTrack, as well as important payment information and information about application integrations You can use.

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

"**Documentation**" means the latest versions of all online YouTrack technical documentation available at https://www.jetbrains.com/help/youtrack and any other relevant YouTrack policy available on the JetBrains Website.

"**JetBrains Account**" means an account created by You at https://account.jetbrains.com.

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

"**License Key**" means a unique key code that enables You to run YouTrack subject to the obtained User Pack Subscription.

"**Reporter**" means an individual or bot with a 'reporter account' (as described in the Documentation) who is allowed by You to report an issue in YouTrack and communicate about it with Agents.

"**Server**" means the server part of YouTrack that enables the administration of Users, stores all of Your Data, and performs other actions as specified in the Documentation.

"**Subscription Period**" means the 1-year Subscription period described in Your Confirmation.

"**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.

"**User**" means an individual or a bot with a user account created by You granting the individual or bot the right to access YouTrack and use it to communicate with other Users as further detailed in the Documentation. The term User does not include Reporters.

"**User Pack Subscription**" means Your right to use YouTrack with increased limits of Users or Agents, and access updates, upgrades, and support for Your Server with such increased limits.

"**YouTrack**" means the JetBrains product offering known as "JetBrains YouTrack Server", which is offered as on-premises software and includes all downloadable parts of YouTrack that are provided by JetBrains in binary form (if any), the Documentation, software updates and upgrades, and all Third-Party Software.

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

3. License, Subscriptions, and Your Responsibilities

a) License

We hereby grant You and Your Affiliates authorized by You a limited, worldwide, non-exclusive, perpetual, royalty-free, non-transferable license to use YouTrack as long as You comply with this Agreement, the Documentation, and the limits set out in this Agreement. You may:

i) install YouTrack;

ii) use YouTrack for up to ten (10) Users and three (3) Agents free of charge on a single instance of the Server run by You, and install and use all generally available updates and upgrades on that Server;

iii) run one (1) production server and one (1) staging server with the same License Key.

You can extend the limits of this license by purchasing a User Pack Subscription (see the 'Subscriptions' Section).

b) Subscription

i) *User Pack Subscription* – When You purchase a User Pack Subscription for a YouTrack Server, We will grant You a perpetual license to use such YouTrack Server with the number of Users and Agents included in the purchased User Pack Subscription instead of the free license limit established in Section 3 a). Additionally, during the Subscription Period, You will have access to all generally available YouTrack updates, upgrades, and Support for such YouTrack Server. Each Server can have only one active User Pack Subscription, so multiple User Pack Subscriptions cannot be combined.

ii) *User Pack Subscription extension* – If You want to have access to updates, upgrades, and Support for a Server with a purchased User Pack Subscription beyond the 1-year Subscription Period, You must purchase a User Pack Subscription extension on the JetBrains Website before the end of Your current Subscription Period. JetBrains may allow the purchase of an extension even after the expiry of the Subscription Period, but in such case, the starting date of the extended Subscription Period will be the day following the expiry of the previous Subscription Period.

iii) *User Pack Subscription upgrade* – You can upgrade Your User Pack Subscription by purchasing a new one for more Users or Agents at any time. Every User Pack Subscription purchase is considered a new Subscription with a new 1-year Subscription Period for the purpose of access to updates and upgrades. Once You purchase a User Pack Subscription upgrade, Your existing Subscription Period will terminate and a new Subscription Period will start.

iv) *Downgrade* – When the Subscription Period of a User Pack Subscription expires without an extension, You can decide to downgrade Your YouTrack Subscription at any time. If You decide to downgrade, You irrevocably waive the perpetual right to use YouTrack for the number of Users and Agents purchased in any previous User Pack Subscription pertaining to the Server and Your license limits will again be those stated in Section 3 a). For such a downgraded Server, You may install generally available updates and upgrades and receive support even without a User Pack Subscription.

v) *Trial Subscriptions* – 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 YouTrack 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, use the free license, or stop using YouTrack. You can end the Trial Subscription at any time, in which case You will be able to use YouTrack within the limits established in Section 3 a).

c) Classroom and open-source project licenses

If You are provided with a 'Classroom License' or an 'Open-Source Project License', the license restriction on the number of Users and Agents established in Section 3 a) does not apply (meaning You can use YouTrack for an unlimited number of Users and Agents), but the license is provided only for the period of one (1) year. You may renew a Classroom License or an OS-Project License for another 1-year period free of charge by submitting a written request to Us thirty (30) days prior to the license's expiration if You meet the criteria for such a Classroom License or Open-Source Project License. Commercial use of YouTrack under these licenses is expressly prohibited. Under the Classroom License, YouTrack can be used only for educational purposes by the eligible educational institution, and under an OS-Project License, YouTrack can be used only for development of non-commercial open-source projects that meet the Open Source Definition at https://www.opensource.org/docs/osd.

Summary: ***Please pay attention to the number of Users and Agents for which You can use YouTrack Server and the fact that the updates, upgrades, and support are available for a Server with increased limits of Users and Agents only if You have an active User Pack Subscription.***

d) Your responsibilities

You are responsible for:

i) *Users and Reporters* – making sure that Your Users and Reporters do not breach this Agreement and that their use of YouTrack is rightful. If You become aware that a User or a Reporter is breaching this Agreement, You must immediately revoke that User's or Reporter's right to use Your YouTrack instance;

ii) *Permitted use* – configuring and using YouTrack according to this Agreement and the Documentation;

iii) *Your account* – registering in Your JetBrains Account or on the JetBrains Website to purchase and use a User Pack Subscription, providing JetBrains with a verifiable legal name by which to identify You, and providing a valid email address and other information required on the registration form;

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

v) *Equipment* – having any hardware and software needed to run YouTrack, as well as a suitable internet connection in order to access Your JetBrains Account and to receive any deliverables;

vi) *Settings* – maintaining the default settings We provide or the settings recommended in the Documentation or in written support instructions; and

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

e) Restrictions

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

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

ii) *Steal* – modify, alter, tamper with, repair, or otherwise create derivative works of YouTrack, unless We give You express permission;

iii) *Cheat* – use, or try to use, YouTrack in a way that avoids incurring fees or exceeding the limits for Your User Pack Subscription, including, but not limited to, tampering with Users' records or running multiple instances of a Server with the same License Key (except for the standby copies permitted under this Agreement);

iv) *Hack* – use any procedures or tools to bypass YouTrack security, or utilize or allow YouTrack to be utilized for the purpose of hacking, tunneling, or otherwise gaining unauthorized access to any computer or system;

v) *Facilitate unauthorized access* – allow unauthorized access to YouTrack; and

vi) *Resell or distribute* – resell or otherwise provide YouTrack or access to YouTrack to any third party unless We give You express permission.

Summary: ***You can use YouTrack according to this Agreement. Do not breach the restrictions outlined above, as they are an important part of this Agreement between You and Us*** .

4. Intellectual Property Rights and Ownership

a) We own YouTrack

We own, or have the right to use, all the proprietary and intellectual property rights to YouTrack. This includes all YouTrack-related trade secrets, copyrights, trademarks, service marks, patents, and other registered or unregistered intellectual property. These are Our rights ('rights are reserved'). The only intellectual property rights that You have in relation to YouTrack are those that are necessary in order for You and Your Users to access and use YouTrack in accordance with this Agreement and the Documentation.

b) You own Your Data

You keep ownership of all proprietary and intellectual property rights to Your Data. This means that we never own any of Your Data.

c) Feedback

You give Us the right to use, change ('modify'), commercialize, and incorporate into YouTrack any of Your ideas, suggestions, recommendations, proposals, or other feedback relating to YouTrack. 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 YouTrack integrates Third-Party Software and that by using YouTrack 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 this Agreement limits Your right to use Third-Party Software under those applicable terms and conditions.

Summary: We own *YouTrack and all intellectual property relating to YouTrack, excluding any integrated Third-Party Software as listed on the JetBrains Website. Any Data created by You remains Yours. When You share feedback with Us, We are allowed to use it* .

5. Access and Your Data

If You use YouTrack, We do not see or have access to Your Data. Depending on the nature of Your Data and the specific YouTrack settings that You are using, the Data may be accessed by and visible to other Users or the public. It is Your responsibility to select and set the appropriate level of access to Your Data, as described in the Documentation.

6. Fees and Payments

a) Subscription fees

If You select a paid User Pack Subscription, You agree to pay Subscription fees based on the pricing described on the JetBrains Website and in this Agreement, and We will charge You in accordance with this Section.

b) Subscription billing

When You purchase a User Pack Subscription, its upgrade, or its extension, We will charge You based on the number of Users and Agents included in the User Pack Subscription, upgrade, or extension. If You upgrade Your User Pack Subscription before the end of its Subscription Period, the Subscription fee for the upgraded User Pack Subscription will be reduced by the pro-rata part of the fees for the unused part of the previous User Pack Subscription.

c) Purchasing directly or through authorized resellers and distributors

This Agreement applies 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 this Agreement.

d) Payments

i) *Payment terms* – Unless We agreed to specific payment or billing terms in this Agreement, fees according to this Agreement 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 YouTrack, 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 YouTrack. 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.

e) Resolution of late payments

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

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

ii) suspend Your access to YouTrack or end this Agreement (see the 'Temporary Suspension' and 'Term and Termination' Section).

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 can charge You during the suspension period.

Summary: To use YouTrack beyond the limits of the free license, You must pay the Subscription fees for a User Pack Subscription on time. Payments are subject to the JetBrains Terms and Conditions of Purchase.

7. Support

We provide support, outlined on the JetBrains Website ("**Support**"), for YouTrack Servers with limits of Users and Agents established in Section 3 a) as long as these limits are not increased by the purchase of a User Pack Subscription. Servers with increased limits of Users or Agents are supported only if they have an active User Pack Subscription, so when You decide to perpetually increase the limits for a Server by purchasing a User Pack Subscription, the Support for such Server will be available to You during the Subscription Period. We will provide the Support only to the extent required for You to use YouTrack 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 at 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 the Data, You give Us the necessary rights to access, view, store, and analyze it in the context of providing You with Support.

8. IMPORTANT – YOUR RISK AND OUR DISCLAIMERS

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

(WARRANTIES & REPRESENTATIONS) EXCEPT AS EXPRESSLY SET OUT IN THIS AGREEMENT, WE MAKE NO REPRESENTATIONS AND GIVE NO WARRANTIES IN RELATION TO YOUTRACK – EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. THIS INCLUDES WARRANTIES THAT YOUTRACK 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.

(SECURITY) YOU UNDERSTAND AND AGREE THAT IT IS YOUR RESPONSIBILITY TO ASSESS WHETHER YOUR SYSTEM MEETS THE SYSTEM REQUIREMENTS FOR AND IS COMPATIBLE WITH YOUTRACK. YOU ALSO AGREE THAT IT IS YOUR RESPONSIBILITY TO CONFIGURE YOUTRACK IN A SECURE MANNER, AND KEEP IT SO CONFIGURED, CONSISTENT WITH INDUSTRY STANDARDS, ALL OUR RECOMMENDATIONS (IF ANY), AND THE DOCUMENTATION. WE ARE NOT RESPONSIBLE FOR YOUR OR YOUR USERS' ACTIONS, OR FOR OMISSIONS RESULTING FROM THE IMPROPER, INADEQUATE, OR DEFICIENT INITIALIZATION, CONFIGURATION, OR USE OF YOUTRACK.

9. 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 YOUTRACK, INCLUDING AS A RESULT OF A SUSPENDED SUBSCRIPTION, OR THE CANCELLATION OF YOUR SUBSCRIPTION OR THIS AGREEMENT;

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

c) YOUR HAVING MADE YOUTRACK AVAILABLE TO YOUR USERS;

d) ANY FAILURE TO PROVIDE SUPPORT;

e) YOUR USE OF YOUTRACK BEING CONTRARY TO OR INCONSISTENT WITH THE DOCUMENTATION;

f) THE COST OF PROVIDING A SUBSTITUTE FOR YOUTRACK;

g) ANY INVESTMENTS, EXPENSES, OR COMMITMENTS THAT YOU OR A USER TAKE ON RELATING TO THIS AGREEMENT OR YOUR ACCESS TO OR USE OF YOUTRACK; OR

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

(MAXIMUM LIABILITY) OUR MAXIMUM, OVERALL ('AGGREGATE') LIABILITY RELATING TO THIS AGREEMENT IS LIMITED TO THE GREATER OF ONE HUNDRED (100) US DOLLARS OR THE AMOUNT THAT YOU ACTUALLY PAID TO US FOR YOUTRACK 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.

10. Temporary Suspension

We can immediately suspend Your User Pack Subscription if We have a good reason to believe that:

a) *Failure to pay* – You have not complied with the payment obligations in this Agreement (see Section 6); or

b) *Breach of Agreement* – You have breached this Agreement or Your use of YouTrack is in breach of applicable law.

11. Term and Termination

a) Term

This Agreement starts ('takes effect') when You click the "I Accept" button or provide similar consent to ('be bound by') this Agreement. This Agreement continues until it is ended ('terminated') earlier either by You or Us as described in this Agreement.

b) Termination by You

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

If You terminate this Agreement 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 this Agreement ended.

c) Termination by Us

We may terminate this Agreement and revoke Your license and Subscription if:

i) You materially breached this Agreement 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 this Agreement;

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

iv) We elect to discontinue providing YouTrack, in whole or in part.

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 this Agreement in the events specified in Sections 11(c)(iii) and 11(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 11(c)(ii), We will make reasonable efforts to notify You three (3) days prior to termination of this Agreement. When this Agreement is terminated as a consequence of Your breach of this Agreement, no refund is provided.

d) Effect of termination

Upon the expiration or termination of this Agreement, Your Subscription will be terminated but Sections 4(c), 4(d), 6, 8, 9, 12, 14 and 15 of this Agreement will remain in effect. You acknowledge that upon termination of Your right to use YouTrack for any reason, You must discontinue use of YouTrack, and delete all copies from Your and Your Users' devices and that We may take actions so that YouTrack will no longer operate. However if You terminate this Agreement for the reason specified in Section 11(b) or if We terminate this Agreement for the reason specified in Section 11(c)(iv), You retain the perpetual license obtained under this Agreement subject to Your compliance with Section 3.

12. 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.

13. Notices

a) Notices by You

If You are required under this Agreement 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 this Agreement 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; or

ii) by sending an email to the email address that Your Confirmation was sent to. 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.

14. 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 YouTrack, related services, and/or technical data is 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.

15. General Provisions

a) This Agreement and its Parties

This Agreement and the order accepted by Us form the entire agreement and replace any previous agreement between You and Us in relation to its subject matter. Except as expressly mentioned, this Agreement does 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 an applicable law as personal data ("**Personal Data**"), that We will process on Your behalf in connection with this Agreement, will be processed in accordance with the Data Processing Addendum at https://www.jetbrains.com/legal/dpa/ which is a part of ('incorporated into') this Agreement. We may also process some of Your Personal Data in connection with this Agreement 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

This Agreement is 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 this Agreement undertake to use the 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 (3) arbitrators in accordance with the Rules of that Arbitration Court, and 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 YouTrack provided under this Agreement) 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 this Agreement 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, this Agreement is not enforceable, that part or word will not affect the enforceability of the rest of this Agreement.

f) Interpretation

Any heading, title, or paragraph summary is only for convenience and does not affect the interpretation of this Agreement. 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 this Agreement must be in writing and signed by Us.

h) Changes to the Agreement and policies

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

(i) displaying the updated Agreement to You in YouTrack;

(ii) displaying the updated Agreement to You in Your JetBrains Account; or

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

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

We respect that You might not agree to the updated Agreement. 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 Agreement. 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. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, employment, or any other type of relationship.

j) Contract review

By agreeing to this Agreement, You are confirming to Us that:

i) You have had sufficient opportunity to read, review, and consider this Agreement;

ii) You understand the content of each paragraph of this Agreement; 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 this Agreement.

k) Reservation of rights

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

l) Children and minors

If You are younger than 13 years old, You cannot agree to this Agreement or use YouTrack. By agreeing to this Agreement, You are confirming that:

i) either You have legal capacity to enter into this Agreement, or, if You are at least 13 but not yet 18 years old, 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 THIS AGREEMENT, PLEASE ASK YOUR PARENT OR LEGAL GUARDIAN FOR HELP.

If you have any questions about this Agreement, please contact us at legal@jetbrains.com.