

Space On-Premises License Agreement

Version 2.0, effective as of November 27, 2024

Welcome to JetBrains Space On-Premises!

This is a legal document, and it is important that You read it carefully.

JETBRAINS SPACE ON-PREMISES REQUIRES A HEIGHTENED AWARENESS OF SECURITY-RELATED ISSUES, ESPECIALLY WHEN ENABLING GUEST MEMBER ACCESS TO YOUR CONTENT. PLEASE TAKE STOCK OF THE CHARACTERISTICS AND CAPABILITIES OF JETBRAINS SPACE ON-PREMISES BY READING THE DOCUMENTATION AND FAMILIARIZE YOURSELF WITH YOUR RESPONSIBILITIES AS SET OUT IN THIS AGREEMENT. PLEASE NOTE THE DISCLAIMERS AND LIMITATIONS OF LIABILITY BELOW IN SECTIONS 5 AND 6.

You understand that by accepting this Agreement (by clicking I agree or a similar button, or by accessing or using JetBrains Space On-Premises), You enter into a legal agreement and agree to certain legal conditions for Yourself or for the legal entity that You represent.

This JetBrains Space On-Premises License Agreement replaces its version 1.0 from January 11, 2023 and all prior and contemporaneous understandings or agreements, written or oral, regarding Space On-Premises.

By accepting this JetBrains Space On-Premises License Agreement, You confirm that You understand it, agree to it, and are at least 13 years of age.

1. Introduction

This JetBrains Space On-Premises License Agreement (“**Agreement**”) describes how You can access and use the on-premises version of JetBrains Space.

Accepting this Agreement creates a legal agreement between 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 You, either a legal entity or a natural person (“**You**”).

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’).

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 words or phrases in this Agreement that have particular meanings. When such a word or phrase is used for the first time, it is defined and capitalized. This Agreement also uses these 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 Affiliates with this Agreement

“Data” means any of Your data that is transferred to, stored in, processed by, or otherwise used in Space.

“Documentation” means the latest versions of all online Space On-Premises technical documentation, as well as any other relevant Space policy available on the JetBrains Website that applies to You and any Members when using Space.

“JetBrains Account” means an account created by You at <https://account.jetbrains.com>.

“JetBrains Website” means the Space product website available at <https://www.jetbrains.com/space/> and any other website operated by JetBrains including (but not limited to) websites listed on the JetBrains Legal Information page available at <https://www.jetbrains.com/legal/>.

“License” means Your right to use Space On-Premises according to this Agreement and the Documentation.

“Member” means a person who is authorized by You to access or use Space On-Premises under this Agreement.

“Space On-Premises” means the JetBrains product offering known as “JetBrains Space On-Premises”, which is offered as on-premises software and includes all downloadable parts of Space that are provided by JetBrains in binary form (if any), the Documentation and all 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.

“Worker” means a program, application, or piece of software running on Your own host machine, including but not limited to a Virtual Machine (VM), Container, or physical server that performs functions requested by Space On-Premises as further specified in Documentation.

3. License and Your Responsibilities

a) License

As long as You comply with this Agreement and the Documentation, JetBrains hereby grants You a worldwide, non-exclusive, free of any charge, royalty-free, non-transferable right to use Space On-Premises without any time limits.

You may:

- i) install Space On-Premises and Workers;
- ii) use Space On-Premises and Workers;
- iii) create an unlimited number of Member accounts and allow these Members to use Space On-Premises and Workers; and
- iv) make backup copies of Space On-Premises and Workers for archival purposes.

b) Your responsibilities

You are responsible for:

- i) *Members* – making sure that Your Members do not breach this Agreement and that their use of Space On-Premises is rightful. If You become aware that a Member is breaching this Agreement, You must immediately discontinue that Member’s right to use Your Space On-Premises instance;
- ii) *Permitted use* – configuring and using Space On-Premises according to this Agreement and the Documentation;
- iii) *Your account* – registering in Your JetBrains Account or on the JetBrains Website to use Space On-Premises and providing JetBrains with a verifiable legal name by which to identify You, as well as 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 Members do the same;

- v) *Equipment* – having any hardware and software needed to run Space On-Premises, 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 provided or the settings recommended in the Documentation; and
- vii) *Compliance with laws* – ensuring that You and Your Members use Space On-Premises according to all applicable laws and governmental regulations.

c) Restrictions

You must not:

- i) *Interfere* – reverse-engineer, disassemble, or decompile Space On-Premises or try to derive the source code of Space On-Premises in any way, unless applicable law allows it;
- ii) *Steal* – modify, alter, tamper with, repair, or otherwise create derivative works of Space On-Premises;
- iii) *Hack* – utilize any procedures or tools to bypass Space On-Premises security, or utilize or allow Space On-Premises to be utilized for the purpose of hacking, tunneling, or otherwise gaining unauthorized access to any computer or system;
- iv) *Facilitate unauthorized access* – allow unauthorized access to Space On-Premises;
- v) *Resell or distribute* – resell or otherwise provide Space On-Premises or access to Space On-Premises to any third party, except if We give You express permission.

You also must make sure that each Member does not do any of these things.

4. Intellectual Property Rights and Ownership

a) We own Space On-Premises

We own, or have the right to use, all the proprietary and intellectual property rights to Space On-Premises and to all related trade secrets, copyright, trademarks, service marks, patents, and other unregistered intellectual property. These are Our rights ('rights are reserved'). The only intellectual property rights that You have in relation to Space On-Premises are those that are necessary in order for You and Your Members to access and use Space On-Premises in accordance with 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 Space On-Premises any of Your ideas, suggestions, recommendations, proposals, or other feedback relating to Space On-Premises. You cannot withdraw this permission after it is given ('irrevocable') and it is perpetual. We are not required to pay a fee for this feedback ('royalty-free'), and We can transfer and give similar rights ('sublicense') to Your feedback to anyone else worldwide.

d) Third-Party Software and its associated rights

You understand that the Software integrates Third-Party Software and that by using Space On-Premises 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. A list of Third-Party

Software included in each Product is available in Documentation and/or at <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.

5. IMPORTANT – YOUR RISK AND OUR DISCLAIMERS

(RISK) SPACE ON-PREMISES IS PROVIDED ON AN ‘AS IS’ AND ‘AS AVAILABLE’ BASIS. YOU ACCESS AND USE SPACE ON-PREMISES AT YOUR OWN RISK.

(WARRANTIES & REPRESENTATIONS) EXCEPT AS EXPRESSLY SET OUT IN THIS AGREEMENT, WE MAKE NO REPRESENTATIONS AND GIVE NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, IN RELATION TO SPACE ON-PREMISES. THIS INCLUDES WARRANTIES THAT SPACE ON-PREMISES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF HARMFUL COMPONENTS, AS WELL AS WARRANTIES THAT YOUR DATA WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED.

(SECURITY) YOU UNDERSTAND AND AGREE THAT IT IS YOUR RESPONSIBILITY TO ASSESS WHETHER YOUR SYSTEM MEETS THE SYSTEM REQUIREMENTS AND COMPATIBILITY WITH SPACE ON-PREMISES, AND TO CONFIGURE SPACE ON-PREMISES 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 MEMBERS’, ACTIONS, OR FOR OMISSIONS ARISING IN CONNECTION WITH THE IMPROPER, INADEQUATE, OR DEFICIENT INITIALIZATION, CONFIGURATION, OR USE OF SPACE ON-PREMISES.

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.

6. IMPORTANT – LIMITATION OF OUR LIABILITY

(TYPES OF DAMAGES) WE WILL NOT BE LIABLE TO YOU OR A MEMBER 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 A MEMBER’S, INABILITY TO USE SPACE ON-PREMISES OR THE CANCELLATION OF THIS AGREEMENT;
- B) OUR DECISION TO NO LONGER PROVIDE SPACE ON-PREMISES FOR BUSINESS, ECONOMIC, LEGAL, OR REGULATORY REASONS;
- C) YOUR HAVING MADE SPACE ON-PREMISES AVAILABLE TO YOUR MEMBERS;
- D) ANY FAILURE TO PROVIDE SUPPORT;
- E) YOUR USE OF SPACE ON-PREMISES BEING CONTRARY TO OR INCONSISTENT WITH THE DOCUMENTATION;
- F) THE COST OF PROVIDING A SUBSTITUTE FOR SPACE ON-PREMISES;
- G) ANY INVESTMENTS, EXPENSES, OR COMMITMENTS THAT YOU OR A MEMBER TAKE ON RELATING TO THIS AGREEMENT OR YOUR ACCESS TO OR USE OF SPACE ON-PREMISES; OR
- H) ANY UNAUTHORIZED ACCESS TO, MODIFICATION OR DELETION OF, DESTRUCTION OF, DAMAGE TO, LOSS OF ANY OF YOUR DATA.

(MAXIMUM LIABILITY) OUR MAXIMUM, OVERALL ('AGGREGATE') LIABILITY RELATING TO THIS AGREEMENT IS LIMITED TO THE GREATER OF \$100 OR THE AMOUNT THAT YOU ACTUALLY PAID TO US FOR SPACE ON-PREMISES 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 (E.G. TORT, BREACH OF CONTRACT, EQUITY, OR A SIMILAR BASIS) FOR A REMEDY IS INVALID.

7. Temporary Suspension

We can immediately suspend Your access to Space On-Premises as soon as We let You know ('give notice') that We have a good reason to ('reasonably') believe that You breached this Agreement or Your use of Space On-Premises is in breach of applicable law.

8. 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.

c) Termination by Us

We may terminate this Agreement if:

- i) You materially breached this Agreement and failed to remedy the breach within thirty (30) days of written notice; or
- ii) We are required to do so by law (for example, where the provision of Space On-Premises to You is, or becomes, unlawful).

In the event of termination for cause specified in Section 8(c)(ii), We will make reasonable efforts to notify You three (3) days prior to termination of this Agreement.

9. 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.

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.

10. 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 Space On-Premises, 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.

11. General Provisions

a) This Agreement and its Parties

This Agreement forms the entire agreement and replaces 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 shall still be allowed to apply 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) 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.

i) Contract review

By agreeing to this Agreement, You are confirming 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 Space On-Premises features, specifications, capabilities, functions, terms of use, release dates, general availability, and other characteristics.

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