

# TeamCity License Agreement

Version 2.0, effective as of November 27, 2025

Welcome to JetBrains TeamCity!

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

You understand that by accepting this TeamCity (On-Premises) License Agreement (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 this TeamCity License Agreement, You confirm that You understand it, You agree to it, and You are at least 13 years of age.

## 1. Introduction

This TeamCity License Agreement (“**Agreement**”) describes how You can access, purchase, and use TeamCity.

This Agreement is entered into between JetBrains s.r.o., a company with its registered office at Na Hřebenech II 1718/8, Nusle, 140 00 Prague 4, Czech Republic, ID No. 265 02 275, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, File No. 86211 (“**JetBrains**”, “**We**”, or “**Us**”) and 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’).

## 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.

“**Build Agent**” means an auxiliary part of TeamCity that performs functions requested by a Server as specified in the Documentation.

“**Build Agent License**” means a license to use additional Build Agents whose number included in the Confirmation determines the maximum number of builds that You can run concurrently and the maximum number of Build Agents authorized to be used simultaneously on all Servers.

“**Confirmation**” means an email confirming Your rights to use TeamCity and containing important information about Your Server license and Build Agent License, such as (‘including, but not limited to’) the Maintenance Period, the price, or the number of Build Agents that You are entitled to, as well as important payment information and information about application integrations You can use.

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

“**Data**” refers to Your data that may be transferred to, stored in, processed by, or otherwise used in TeamCity.

“**Enterprise Server License**” means a license to use TeamCity subject to Section 3 a) of this Agreement.

“**Free Build Agent**” means the Build Agent included in the Professional Server License or Enterprise Server License which is not subject to a separate license fee.

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

“**JetBrains Website**” means the TeamCity website at <https://www.jetbrains.com/teamcity/> and any other website operated by Us.

“**License Key**” means a unique key code that enables You to run TeamCity with an Enterprise Server License.

“**Maintenance Period**” means the maintenance period of either Your Build Agents or Enterprise Server License as described in Your Confirmation.

“**Paid Build Agent**” means a Build Agent that You use subject to an additional license fee.

“**Professional Server License**” means a license to use TeamCity subject to Section 3 a) of this Agreement.

“**Server**” means a server part of TeamCity that enables the administration of User accounts and performs other services as specified in the Documentation.

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

“**User**” means an individual or a bot who is authorized by You to use and access TeamCity (including persons with limited user rights). A User can be registered under Your JetBrains Account or it can be someone who has access to TeamCity as an unregistered outsider (guest) if You have enabled guest User access to Your TeamCity instance.

### 3. License and Your Responsibilities

#### a) Server license

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

You may:

- i) install TeamCity;
- ii) under a Professional Server License, run free of charge an unlimited number of Servers with a limit of one hundred (100) build configurations per Server and connect three (3) Free Build Agents per Server at no additional costs. Each additional Paid Build Agent obtained qualifies You to use an additional ten (10) build configurations on a single Server;
- iii) under an Enterprise Server License, with each License Key, run one (1) instance of a Server without any limitations on the number of build configurations and connect three (3) Free Build Agents to a single Server at no additional costs. You may not run more Servers under an Enterprise Server License than the number of Servers specified in Your Confirmation. Each Enterprise Server License or its renewal is purchased with the twelve (12) months Maintenance Period (unless the Confirmation states longer) during which You can receive updates, upgrades, and support to the TeamCity Server; and
- iv) create and use an unlimited number of User accounts on each Server and allow these Users to use TeamCity.

You may be eligible for an evaluation license (“**Trial License**”), as described in the Documentation or on the JetBrains Website. The Trial License is free of charge and must be used only to assess whether TeamCity suits Your needs. You are eligible for one (1) Trial License. When the Trial License ends, You will have the option to continue with a free license, a paid license, or stop using TeamCity.

## **b) Paid Build Agent License**

i) *Paid Build Agents License* – When You purchase a Build Agent License, We grant You a limited, worldwide, non-exclusive, perpetual, non-transferable license to use the respective Paid Build Agent with the TeamCity Server version released during the Build Agent Maintenance Period or earlier.

Each Paid Build Agent License or its renewal is purchased with a Maintenance Period of twelve (12) months (unless the Confirmation states longer) during which You can receive updates and upgrades of the Build Agent.

Build Agent cannot be used with the TeamCity Server version released after the expiry of the respective Build Agent Maintenance Period and with newer updates and upgrades.

You can prolong the Maintenance Period of each Paid Build Agent by purchasing a renewal of the Build Agent License.

## **c) Open-Source Project License**

If You are provided with an Enterprise Server license for the development of non-commercial, open-source projects (“**Open-Source Project License**”), the license restriction on the number of Build Agents set out in Section 3 a) does not apply (meaning You can use TeamCity for an unlimited number Build Agents), but the license is time limited (not perpetual) for a period of one (1) year.

You may ask for renewal of the Open-Source Project License for another one (1) year period free of charge by submitting to Us a written request thirty (30) days prior to the expiry date of the license if You meet the then-current criteria applicable for such an Open-Source Project License.

Commercial use of TeamCity under this license is expressly prohibited. Under an Open-Source Project License, TeamCity can be used only for the development of non-commercial, open-source projects that meet the Open Source Definition at <https://www.opensource.org/docs/osd>. The Open-Source Project License gives You access to all generally available TeamCity updates, upgrades, and support.

## **d) Your responsibilities**

You are responsible for:

i) *Users* – making sure that your Users do not breach this Agreement and that their use of TeamCity is compliant herewith. If You become aware that a User is breaching this Agreement, You must immediately revoke that User’s right to use Your TeamCity instance;

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

iii) *Your account* – registering to use TeamCity in your JetBrains Account or on the JetBrains Website, if applicable, 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 Users do the same;

v) *Equipment* – having any hardware and software needed to run TeamCity, 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 or in written support instructions; and

vii) *Compliance with laws* – ensuring that You and Your Users use TeamCity 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 TeamCity or try to derive the source code of TeamCity in any way, unless applicable law allows it;

ii) *Steal* – 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 or exceeding the limits for Your license, including, but not limited to, exceeding the number of Build Agents specified in Confirmation(s), the number of build configurations, using the same License Key for running multiple Servers under the same Enterprise Server License or tampering with User records;

iv) *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;

v) *Facilitate unauthorized access* – allow unauthorized access to TeamCity;

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) *Engage in high risk activities* – use or permit, enable, or facilitate the use of TeamCity for high-risk activities (for example, where TeamCity's use or failure would reasonably be expected to lead to death, personal injury, or environmental damage, such as the creation, manufacture, or operation of nuclear facilities, air traffic control systems, life support systems, or weaponry).

## **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, and other registered or unregistered intellectual property. These are Our rights (these ‘rights are reserved’). The only intellectual property rights that You have in relation to TeamCity are those that are necessary in order for You and Your Users to access and use TeamCity 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 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 under 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.

## **5. Access and Your Data**

If You use TeamCity, We do not see or have access to Your Data. Depending on the nature of Your Data and the specific TeamCity settings that You are using, the Data may be accessed by and visible to other Users. 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) License fees**

If You purchase either the Enterprise Server License or the Build Agent License or both, You agree to pay the applicable 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) Payments**

i) *Payment and tax 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/](http://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’).

### **c) 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 can:

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

ii) suspend Your access to TeamCity or end this Agreement (see the ‘Temporary Suspension’ and ‘Term and Termination’ sections).

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.

### **d) 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.

## **7. Support**

We provide support as outlined on the JetBrains Website (“**Support**”).

We will provide the 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. We will try to respond to Your request in a reasonable period of time.

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)** 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 AND REPRESENTATIONS)** EXCEPT AS EXPRESSLY SET OUT IN THIS AGREEMENT, 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.

**(SECURITY)** YOU UNDERSTAND AND AGREE THAT IT IS YOUR RESPONSIBILITY TO ASSESS WHETHER YOUR SYSTEM MEETS THE SYSTEM REQUIREMENTS FOR AND IS COMPATIBLE WITH TEAMCITY. YOU ALSO AGREE THAT IT IS YOUR RESPONSIBILITY TO CONFIGURE TEAMCITY 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 TEAMCITY.

## **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 TEAMCITY, INCLUDING AS A RESULT OF A SUSPENDED LICENSE, OR THE CANCELLATION OF YOUR LICENSE OR THIS AGREEMENT;

- 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) ANY FAILURE TO PROVIDE SUPPORT;**
- e) YOUR USE OF TEAMCITY BEING CONTRARY TO OR INCONSISTENT WITH THE DOCUMENTATION;**
- f) THE COST OF PROVIDING A SUBSTITUTE FOR TEAMCITY;**
- g) ANY INVESTMENTS, EXPENSES, OR COMMITMENTS THAT YOU OR A USER TAKE ON RELATING TO THIS AGREEMENT 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.**

**(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 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.

## **10. Temporary Suspension**

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

- i) *Failure to pay* – You have not complied with the payment obligations set out in this Agreement;
- 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 Agreement* – You have breached this Agreement 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 this Agreement (see the ‘Term and Termination’ section).

## **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’) 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 Maintenance Period after the date this Agreement ended.

### **c) Termination by Us**

We may terminate this Agreement and revoke Your license 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 any fees in accordance with Section 6 of this Agreement;
- iii) We are required to do so by law (for example, where the provision of TeamCity to You is, or becomes, unlawful); or
- iv) We elect to discontinue providing TeamCity, 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 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 license 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 TeamCity for any reason, You must discontinue use of TeamCity, and delete all copies from Your and Your Users' devices and that We may take actions so that TeamCity 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](mailto:legal@jetbrains.com). Any specified 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 JetBrains Legal department at the physical address published on the JetBrains Website. Any specified time period starts five (5) business days from when You send the letter; and
- iii) by registered post, marked for the attention of the JetBrains 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 specified 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 TeamCity, 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](mailto:ethics@jetbrains.com), [compliance@jetbrains.com](mailto:compliance@jetbrains.com), or [legal@jetbrains.com](mailto: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 an integral 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 TeamCity 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 TeamCity 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 TeamCity;
- (ii) displaying the updated Agreement to You in Your JetBrains Account; or
- (iii) sending the updated Agreement to the email address given in Your JetBrains Account.

Any updated Agreement will start ('come into effect') on the date specified in the updated Agreement. By continuing to use TeamCity 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 license 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 prorated refund of any unused pre-paid 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 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.

If you have any questions about this Agreement, please contact us at [legal@jetbrains.com](mailto:legal@jetbrains.com).