Data Processing Addendum

This Data Processing Addendum ("DPA") and its attached Exhibits form a part of the agreements covering use of JetBrains products and services ("Agreements"), and is entered into between the following JetBrains entities, on the one side:

1. JetBrains s.r.o.
Address: Kavčí Hory Office Park, Na Hřebenech II 1718/10, Praha 4 - Nusle - 140 00, Czech Republic;

2. JetBrains GmbH
Address: Elsenheimerstrasse 47, 80687 Munich, Germany;

3. IntelliJ Labs Co. Ltd.
Address: Universitetskaya nab., 7-9-11/5A, St. Petersburg 199034, Russia;

4. JetBrains Co. Ltd.
Address: Universitetskaya nab., 7-9-11/5A, St. Petersburg 199034, Russia;

5. JetBrains, Inc.
Address: 2 Seaport Lane, suite 8C, 8th floor, Seaport EAST, Boston, MA 02210, USA;

6. JetBrains Americas, Inc.
Address: 989 East Hillsdale Blvd. Suite 200, Foster City, CA 94404, USA;

7. JetBrains Distributions s.r.o.
Address: Kavčí Hory Office Park, Na Hřebenech II 1718/10, Praha 4 - Nusle - 140 00, Czech Republic;

(hereinafter "JetBrains")

whereby while organizations 2 through 7 are entering into this agreement represented by JetBrains s.r.o., address: Na Hřebenech II 1718/10, 140 00 Prague, Czech Republic, email: legal@jetbrains.com, based on the authorization granted for this occasion;

and its Customer ("Customer"), on the other side.
This DPA governs the Processing of Personal Data of persons using JetBrains products and services on behalf of Customer (such as Customer's employees, etc.), where Customer acts as a Controller or Processor ("Customer's Personal Data"), and JetBrains acts as a Processor or as another Processor engaged by the Processor ("Subprocessor") in conjunction with the Agreements. For the avoidance of doubt, this DPA applies only where JetBrains acts, with regards to Customer's Personal Data, as a Processor or Subprocessor.

Exhibits are attached to this DPA.

Capitalized terms used and not defined herein have the meaning given to them in the General Data Protection Regulation 2016/679 (the "GDPR"). Each of Customer and JetBrains may be referred to herein as a "party" and together as the "parties".

In the event of a conflict, the DPA Exhibits prevail over the DPA.

By entering into this DPA, the parties hereby enter into the obligations included in Exhibits 1 and 2, namely standard contractual clauses for data transfers to third countries and the security measures; regarding Exhibit 1, this only applies to the parties listed therein and not to all of the entities that are parties to this DPA.

The effective date of this DPA is the date of last signature on this DPA.

Clause 1

Processing

1.1 JetBrains provides certain products and services ("Products") to Customer. Customer is either 1) the sole Controller of Customer's Personal Data or 2) has been instructed by and obtained authorization from the relevant Controller(s) or Processor(s) to agree to the Processing of Customer's Personal Data by JetBrains as set out in this DPA. Customer hereby appoints JetBrains as a Processor, if Customer acts as a Controller, or as a Subprocessor, if Customer acts as a Processor, to Process Customer's Personal Data. If there are other Controllers, Customer will identify them and inform JetBrains of any such other Controllers prior to providing the Customer's Personal Data, as set out in the DPA Exhibit.

1.2 JetBrains shall Process types of Customer's Personal Data that Customer transfers to JetBrains by entering it into Products, JetBrains Account, Personal Data types listed in the Agreements and/or the Privacy Policy, and any other Customer's Personal Data related to the Data Subjects. This Personal Data shall concern Data Subjects, including end-users of JetBrains Products and customers/employees of Customer. Processing will take place for the term of the Agreements and/or this DPA, whichever is shorter. The nature, purpose, and subject matter of the Processing is aiming to provide the Data Subject with the JetBrains products and services described in the applicable Agreement, and if applicable described by Customer's and its authorized Users' choices in personal data processing consent options.

1.3 JetBrains will Process Customer's Personal Data in accordance with the Agreement(s), this DPA and the Exhibits hereto, and if applicable as described by Customer's and its authorized Users' use and configuration of the features of the Product.

1.4 JetBrains will comply with EU data protection laws and regulations ("Data Protection Laws") in respect of the Products applicable to Customer. JetBrains is not responsible for determining the requirements of laws applicable to Customer's business or whether JetBrains' provision of the products meets the requirements of such laws. As between the parties, Customer is responsible for the lawfulness of the Processing of Customer's Personal Data. Customer will not use Products in conjunction with Personal Data to the extent that doing so would violate applicable Data Protection Laws.

1.5 JetBrains Processes Customer's Personal Data, including transfers of Customer's Personal Data to a third country or an international organization, only upon documented instructions from Customer, unless required to do so by law to which JetBrains is subject; in such case, JetBrains shall inform Customer of that legal requirement before Processing, unless that law prohibits such communication on important grounds relating to public interest.

1.6 Taking into account the nature of the Processing and the information available to JetBrains, JetBrains will assist Customer in ensuring compliance with the obligations regarding ensuring the appropriate level of security of Processing, notification of any Personal Data Breach to the Supervisory Authority, communication of any Personal Data Breach to the Data Subject, and performing a Data Protection

Impact Assessment and Prior Consultations. Any such assistance will be provided in accordance with clause 10.2 hereof.

Clause 2

Technical and organizational measures

2.1 JetBrains will implement and maintain the technical and organizational measures set forth in Exhibit 2 hereto to ensure a level of security appropriate to the risk relating to JetBrains' scope of responsibility. Exhibit 2 is, however, subject to further development. Accordingly, JetBrains reserves the right to modify Exhibit 2, provided that the functionality and security of Customer's Personal Data are not degraded.

2.2 Customer confirms that the measures described in Exhibit 2 provide an appropriate level of protection for Customer's Personal Data, taking into account the risks associated with the Processing of Customer's Personal Data.

Clause 3

Data Subject Rights and Requests

3.1 To the extent permitted by law, JetBrains will inform Customer of requests from Data Subjects exercising their Data Subject rights (such as rectification, deletion, and blocking of data) addressed directly to JetBrains regarding Customer's Personal Data. Customer shall be responsible for responding to such requests from Data Subjects. JetBrains will assist Customer by using appropriate technical and organizational measures (taking into account the nature of the Processing) when responding to such Data Subject requests in accordance with clause 10.2.

3.2 If a Data Subject brings a claim directly against JetBrains for a violation of their Data Subject rights related to JetBrains' role as Customer's Personal Data Processor or Subprocessor, Customer will indemnify JetBrains for any cost, charges, damages, expenses, or loss arising from such a claim, provided that JetBrains has notified Customer about the claim and given Customer the opportunity to cooperate with JetBrains in the defense and settlement of the claim.

Clause 4

Third-Party Requests and Confidentiality

4.1 JetBrains will not disclose Customer's Personal Data to any third party, unless authorized to do so by Customer or required by law, save for JetBrains companies in accordance with the Agreements.

4.2 JetBrains requires all of its personnel authorized to Process Customer's Personal Data to commit themselves to confidentiality, or ensures that they are under an appropriate statutory obligation of confidentiality, and not to Process such Customer's Personal Data for purposes other than as

described in this DPA, the Agreements and, if applicable, purposes described by Customer's and its authorized Users' choices in personal data processing consent options.

Clause 5

Audit

5.1 JetBrains shall, in accordance with Data Protection Laws, make available to Customer such information in JetBrains' possession or control as Customer may reasonably request, with a view to demonstrating JetBrains' compliance with the obligations of Processors under Data Protection Laws in relation to its Processing of Personal Data.

5.2 Customer may exercise its right of audit under Data Protection Laws in relation to Personal Data, through: (a) JetBrains' providing an audit report not older than eighteen (18) months, prepared by an independent external auditor demonstrating that JetBrains' technical and organizational measures are sufficient and in accordance with the accepted industry audit standard and that JetBrains complies with its obligations as Processor under Data Protection Laws (where possible to hold this compliance proven by such audit); and b) JetBrains' providing additional information in JetBrains' possession or control to an EU supervisory authority when it requests or requires additional information in relation to the Processing of Personal Data carried out by JetBrains under this DPA.

5.3 Each party will bear its own costs with respect to clauses 5.1 and 5.2 above. Any further assistance will be provided in accordance with clause 10.2 hereof.

Clause 6

Return or Deletion of Customer's Personal Data

6.1 Upon termination or expiration of the Agreement, JetBrains will either delete or return Customer's Personal Data in its possession as set out in the respective Agreement or Exhibit to this DPA, unless otherwise required by applicable law.

Clause 7

Subprocessors

7.1 Customer authorizes JetBrains to engage other Processors (subcontractors) to Process Customer's Personal Data (Subprocessors). A list of the current Subprocessors is set out on the respective website available at https://www.jetbrains.com/legal/privacy/third-parties.html.

7.2 Notwithstanding the above, Customer hereby consents to JetBrains' engaging other Subprocessors than those listed on the respective website pursuant to clause 7.1., and/or replacing those Subprocessors with new ones. For the avoidance of doubt, Customer grants JetBrains general consent to engage Subprocessors. If Customer acts as a Processor, Customer confirms that the Controller has consented to JetBrains engaging other Subprocessors, as provided above in this clause 7.2.

7.3 If JetBrains decides to engage a not-listed Subprocessor according to clause 7.2 above, JetBrains shall inform Customer about any and all upcoming changes regarding Subprocessors (engaging new ones and/or replacing current ones) and will enable Customer to object to these changes. The obligation to inform shall be deemed fulfilled by publishing the proposed changes on the respective JetBrains website at least one (1) month before their effective date. If this method of informing Customer is not feasible, JetBrains will inform Customer about the proposed change via direct email. If Customer acts as a Processor, Customer undertakes to provide the information about the engaging of non-listed Subprocessors to Controller.

Clause 8

Data Transfers

8.1 If (a) Customer is an EU-based Controller (or a Processor for an EU-based Controller), (b) JetBrains is a Processor (or a Subprocessor), and (c) the conditions set forth under Article 3 of the GDPR are met, and (d) only to the extent that any Processing of Personal Data by JetBrains takes place in any country outside the EU (except if a country ensures an adequate level of protection as defined in Article 45 of the GDPR), the parties agree that the standard contractual clauses approved by the EU authorities under Data Protection Laws and set out in Exhibit 1 will apply in respect of that Processing, JetBrains will comply with the obligations of the 'data importer' in the standard contractual clauses, and Customer will comply with the obligations of the 'data exporter'.

8.2 If Customer is a Processor for an EU-based Controller and JetBrains is a Subprocessor, and the conditions outlined in clause 8.1, items (c) and (d), are fulfilled, Customer is obliged to conclude these standard contractual clauses with Controller, and the parties agree that Customer will perform the duties of a Processor and JetBrains will perform the duties of a Subprocessor under Exhibit 1.

8.3 For the avoidance of doubt, wherever this DPA links to its Exhibit 1, such link shall occur (and the Exhibit 1 thus shall become a part of the DPA) only given that the conditions set forth in clause 8.1 or 8.2 are fulfilled. In all other cases, Exhibit 1 shall not apply to this DPA.

8.4 Customer acknowledges and accepts that the provision of Products under the Agreement may require the Processing of Personal Data by Subprocessors in countries outside the EU.

8.5 If, in the performance of this DPA, JetBrains transfers any Personal Data to a Subprocessor located outside of the EU (without prejudice to clause 7), JetBrains shall in advance of any such transfer ensure that a legal mechanism to achieve adequacy in respect of that Processing is in place, such as: (a) the requirement that JetBrains execute or procure that the Subprocessor execute to the benefit of Customer standard contractual clauses approved by the EU authorities under Data Protection Laws and set out in Exhibit 1; (b) the requirement that the Subprocessor be certified under the EU-U.S. Privacy Shield Framework; or (c) the existence of any other specifically approved safeguard for data transfers (as recognized under Data Protection Laws) and/or a European Commission finding of adequacy.

8.6 The following terms shall apply to the standard contractual clauses set out in Exhibit 1: (a) Customer may exercise its right of audit under clause 5.1(f) of the standard contractual clauses as set out in, and subject to the requirements of, clause 5.2 of this DPA; and (b) JetBrains may appoint Subprocessors as set out, and subject to the requirements of, clause 7.

Clause 9

Personal Data Breach

9.1 JetBrains will notify Customer as soon as reasonably practicable in compliance with applicable legislation after becoming aware of a Personal Data Breach with respect to Products. JetBrains will promptly investigate the Personal Data Breach if it occurred on JetBrains infrastructure or in another area JetBrains is responsible for, and will assist Customer as set out in Section 10.

Clause 10

Assistance

10.1 JetBrains will assist Customer by undertaking technical and organizational measures, insofar as possible, to fulfill of Customer's obligation to comply with the rights of Data Subjects and to ensure compliance with Customer's obligations relating to the security of Processing, the notification of a Personal Data Breach and the Data Protection Impact Assessment, taking into account the information available to JetBrains.

10.2 Customer will make a written request for any assistance referred to in this DPA. JetBrains will charge Customer no more than a reasonable fee to perform such assistance. Such fees are to be set forth in a quote and agreed in writing by the parties.

JetBrains   **Customer:**

for itself and on behalf of the following JetBrains companies:
JetBrains GmbH,
IntelliJ Labs Co. Ltd.,
JetBrains Co. Ltd.,
JetBrains, Inc.,
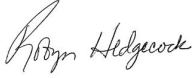JetBrains Americas, Inc.
JetBrains Distributions s.r.o.

Signature   _____   Signature   _Robyn Hedgecock_

By   JetBrains s.r.o.   Company   Cache County School District

Name   _____   Name   Robyn Hedgecock

Title   _____   Title   Student Data Manager

Date   _____   Date   03/20/2020

DPA. Exhibit 1. Standard Contractual Clauses.

EUROPEAN COMMISSION
DIRECTORATE-GENERAL JUSTICE

Directorate C: Fundamental rights and Union citizenship
Unit C.3: Data protection

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Commission Decision C(2010)593
Standard Contractual Clauses (processors)

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection

the data exporting organisation, as the **data exporter**, i.e. the organisation defined as a "Customer" in the DPA and Agreements, which these Standard Contractual Clauses are exhibit thereto

and

data importing organisations:

1. IntelliJ Labs Co. Ltd.

Address: Universitetskaya nab., 7-9-11/5A, St. Petersburg 199034, Russia;

2. JetBrains Co. Ltd.

Address: Universitetskaya nab., 7-9-11/5A, St. Petersburg 199034, Russia

3. JetBrains, Inc.

Address: 2 Seaport Lane, suite 8C, 8th floor, Seaport EAST, Boston, MA 02210

4. JetBrains Americas, Inc.

Address: 989 East Hillsdale Blvd. Suite 200, Foster City, CA 94404

organisations 1 through 4 are entering into this agreement represented by the JetBrains s.r.o., address: Na Hřebenech II 1718/10, 140 00 Prague, Czech Republic, e-mail:legal@jetbrains.com based on the empowerment granted for this occasion;

<div align="center">(individually and/or together reffered to as the data importer)</div>

<div align="center">each a "party"; together "the parties",</div>

HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

<div align="center">

Clause 1

Definitions

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For the purposes of the Clauses:

(a) *'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject'* and *'supervisory authority'* shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data[1];

(b) *'the data exporter'* means the controller who transfers the personal data;

(c) *'the data importer'* means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;

(d) *'the subprocessor'* means any processor engaged by the data importer or by any other subprocessor of the data importer who agrees to receive from the data importer or from any other subprocessor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;

(e) *'the applicable data protection law'* means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;

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[1] Parties may reproduce definitions and meanings contained in Directive 95/46/EC within this Clause if they considered it better for the contract to stand alone.

(f)   *'technical and organisational security measures'* means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

Clause 2

Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

Clause 3

Third-party beneficiary clause

1.   The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary.

2.   The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.

3.   The data subject can enforce against the subprocessor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

4.   The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

Clause 4

Obligations of the data exporter

The data exporter agrees and warrants:

(a)   that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the

Member State where the data exporter is established) and does not violate the relevant provisions of that State;

(b)   that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;

(c)   that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;

(d)   that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;

(e)   that it will ensure compliance with the security measures;

(f)   that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;

(g)   to forward any notification received from the data importer or any subprocessor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension;

(h)   to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for subprocessing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;

(i)   that, in the event of subprocessing, the processing activity is carried out in accordance with Clause 11 by a subprocessor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and

(j)   that it will ensure compliance with Clause 4(a) to (i).

Clause 5

Obligations of the data importer[2]

The data importer agrees and warrants:

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[2]   Mandatory requirements of the national legislation applicable to the data importer which do not go beyond what is necessary in a democratic society on the basis of one of the interests listed in Article 13(1) of Directive 95/46/EC, that is, if they constitute a necessary measure to safeguard national security, defence, public security, the prevention, investigation, detection and prosecution of criminal offences or of breaches of ethics for the

(a)   to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(b)   that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(c)   that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;

(d)   that it will promptly notify the data exporter about:

(i)   any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation,

(ii)   any accidental or unauthorised access, and

(iii)   any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;

(e)   to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;

(f)   at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;

(g)   to make available to the data subject upon request a copy of the Clauses, or any existing contract for subprocessing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;

(h)   that, in the event of subprocessing, it has previously informed the data exporter and obtained its prior written consent;

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regulated professions, an important economic or financial interest of the State or the protection of the data subject or the rights and freedoms of others, are not in contradiction with the standard contractual clauses. Some examples of such mandatory requirements which do not go beyond what is necessary in a democratic society are, *inter alia,* internationally recognised sanctions, tax-reporting requirements or anti-money-laundering reporting requirements.

(i)   that the processing services by the subprocessor will be carried out in accordance with Clause 11;

(j)   to send promptly a copy of any subprocessor agreement it concludes under the Clauses to the data exporter.

Clause 6

Liability

1.   The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or subprocessor is entitled to receive compensation from the data exporter for the damage suffered.

2.   If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his subprocessor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract of by operation of law, in which case the data subject can enforce its rights against such entity.

The data importer may not rely on a breach by a subprocessor of its obligations in order to avoid its own liabilities.

3.   If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the subprocessor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the subprocessor agrees that the data subject may issue a claim against the data subprocessor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the subprocessor shall be limited to its own processing operations under the Clauses.

Clause 7

Mediation and jurisdiction

1.   The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject:

(a)   to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority;

(b)   to refer the dispute to the courts in the Member State in which the data exporter is established.

2.   The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

Clause 8

Cooperation with supervisory authorities

1.   The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.

2.   The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any subprocessor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.

3.   The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any subprocessor preventing the conduct of an audit of the data importer, or any subprocessor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

Clause 9

Governing Law

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

Clause 10

Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

Clause 11

Subprocessing

1.   The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the

subprocessor which imposes the same obligations on the subprocessor as are imposed on the data importer under the Clauses[3]. Where the subprocessor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the subprocessor's obligations under such agreement.

2. The prior written contract between the data importer and the subprocessor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the subprocessor shall be limited to its own processing operations under the Clauses.

3. The provisions relating to data protection aspects for subprocessing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.

4. The data exporter shall keep a list of subprocessing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

Clause 12

Obligation after the termination of personal data processing services

1. The parties agree that on the termination of the provision of data processing services, the data importer and the subprocessor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

2. The data importer and the subprocessor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

On behalf of the data exporter:

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[3] This requirement may be satisfied by the subprocessor co-signing the contract entered into between the data exporter and the data importer under this Decision.

On behalf of the data importer:

on behalf of data importing organisations: 1/ IntelliJ Labs Co. Ltd., 2/ JetBrains Co. Ltd., 3/ JetBrains, Inc., and 4/ JetBrains Americas, Inc.:

Name (written out in full):
Position:
Firm: JetBrains s.r.o.
Address: Na Hřebenech II 1718/10, 140 00 Prague, Czech Republic

<div align="center">

Signature

(stamp of organisation)

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APPENDIX 1 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses and must be completed and signed by the parties. The Member States may complete or specify, according to their national procedures, any additional necessary information to be contained in this Appendix.

Data exporter
The data exporter is (please specify briefly your activities relevant to the transfer):
providing personal data to the data importer necessary for the provision of products and services to the data exporter and its users.

Data importer
The data importer is (please specify briefly activities relevant to the transfer):
Processing personal data of the data exporter in accordance with the instructions of the data exporter in order to deliver products and services to the data exporter and its users.

Data subjects
The personal data transferred concern the following categories of data subjects (please specify):
Natural persons employed or otherwise engaged by the data exporter.

Categories of data
The personal data transferred concern the following categories of data (please specify):
Names, email address, phone number, physical address, username, password, cookies, IP address, payment information, tax ID, first name, last name, subscription information, SSH public key.

Special categories of data (if appropriate)
The personal data transferred concern the following special categories of data (please specify):
N/A

Processing operations
The personal data transferred will be subject to activities necessary to provide the data exporter with products and services, such as:
- collection;
- recording;
- organisation;
- structuring;
- storage;
- adaptation or alteration;
- retrieval;
- consultation;

- use;
- disclosure by transmission;
- dissemination or otherwise making available;
- alignment or combination;
- restriction;
- erasure or destruction;
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DATA EXPORTER

Name:
Authorized Signature

DATA IMPORTER

Name:
Authorised Signature

APPENDIX 2 TO THE STANDARD CONTRACTUAL CLAUSES

This Appendix forms part of the Clauses and must be completed and signed by the parties.

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):

Importer shall implement technical and organisational measures specified in DPA Exhibit 2 below.

DPA. Exhibit 2. Security measures.

Clause 1

Organizational and Security measures

JetBrains hereby declares that:

a. JetBrains has internal personal data processing policies in place. Every employee of JetBrains is obliged to familiarize themselves with the policies before accessing personal data.
b. Every employee of JetBrains is obliged to sign an NDA before commencing their work at JetBrains.
c. The policies are reviewed annually to keep them up-to-date in accordance with the industry standards. The review is based upon testing, assessing, and evaluating the effectiveness of the covered measures for ensuring the security of the processing of personal data.
d. Depending on the harm caused, violation of the policies by an employee may cause penalties varying from written notice to dismissal.
e. Security breaches are reported to the company's senior management.
f. To achieve compliance with up-to-date security standards, JetBrains runs security audits for business-critical applications.
g. JetBrains maintains a personal data processing policy and ensures reasonable awareness of it within the company.
h. JetBrains ensures the compliance of Subprocessors and data processing partners with applicable data protection regulations.
i. JetBrains ensures reasonable awareness of the applicable data protection regulations within the company.

Clause 2

Data access

a. Physical access to production environment
    i. JetBrains uses Amazon AWS or other hosting providers as identified in this list https://www.jetbrains.com/legal/privacy/third-parties.html for hosting of data.
    ii. Employed hosting providers utilize secure premises for storage and encrypted physical communications channels compliant with recent security standards.
b. Availability
    i. JetBrains uses scalable applications for business-critical functionality to provide full availability of its products and services to its users.
    ii. JetBrains employs third-party hosting providers' stable infrastructure to improve the availability of its products and services.
    iii. Employed service providers provide JetBrains with the functionality of restoring from backups for business-critical processes and restoring the availability of and access to personal data in a timely manner in the event of a physical or technical incident.
c. System access
    i. Access to production systems is limited to authorized employees who require the access to perform their duties.

      ii.   Accounts used for access to production systems are terminated when an employee leaves JetBrains.
d.   Permissions management
      i.   Access to data or systems is provided on a "need-to-know" basis.
      ii.   Personal data is pseudonymized where it could noticeably improve data security.
      iii.   Employees involved in development do not have access to production infrastructure unless it is required for the support or provision of services.
e.   JetBrains keeps track of (logs) any important data processing activities, i.e. copying, amendment, deletion, etc., in order to enable JetBrains and Customer to demonstrate due protection of any personal data processed and compliance with data protection regulations in general.

Clause 3

Data security

a.   JetBrains makes commercially reasonable efforts to protect processed personal data from unauthorized access and to ensure the ongoing confidentiality, integrity, availability, and resilience of processing systems and services.
b.   Data storages are encrypted when the encryption noticeably improves data security.
c.   The transfer of data outside JetBrains premises or premises JetBrains maintains is secured with certificates of actual TLS versions, in order to prevent any unauthorized subject from capturing and reading the personal data that are subject to the transfer.

Clause 4

Incident management

To respect the privacy of its users and protect the business from risks imposed by security incidents, JetBrains:
a.   Maintains breach response and breach notification policies.
b.   Maintains a data breach registry.
c.   Applies commercially reasonable efforts to:
      i.   Maintain awareness of the current regulations within the company.
      ii.   Audit activities related to personal data.
d.   Shall notify the controller (and, if the controller so wishes, the corresponding authority or data subjects, the latter being subject to limitations according to Art. 34 paragraph 3 of the GDPR) of an incident without undue delay and in accordance with the GDPR.