JETBRAINS CONTEXT CLI EAP USER AGREEMENT

Version 1.0, effective as of July 15, 2026

IMPORTANT! READ CAREFULLY: THIS IS A LEGAL AGREEMENT. BY CLICKING THE "I AGREE" (OR SIMILAR) BUTTON THAT IS PRESENTED TO YOU AT THE TIME OF YOUR FIRST USE OF JETBRAINS SOFTWARE, OR BY DOWNLOADING, INSTALLING, OR RUNNING THE STANDALONE JETBRAINS CONTEXT CLI APPLICATION, YOU BECOME A PARTY TO THIS AGREEMENT, YOU DECLARE YOU HAVE THE LEGAL CAPACITY TO ENTER INTO SUCH AGREEMENT, AND YOU CONSENT TO BE BOUND BY ALL THE TERMS AND CONDITIONS SET FORTH BELOW.

THIS IS AN EARLY ACCESS VERSION OF THE PRODUCT. YOU EXPRESSLY ACKNOWLEDGE THAT THIS VERSION OF THE PRODUCT MAY NOT BE RELIABLE, MAY NOT WORK AS INTENDED, AND MAY CONTAIN ERRORS. ANY USE OF THE EAP PRODUCT IS AT YOUR OWN RISK.

1. Introduction

This EAP User Agreement ("**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, Corporate Identification 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, an individual or a legal entity that you represent ("**You**"). If You accept this Agreement on behalf of a legal entity, You confirm that You are authorized to enter into agreements on behalf of that legal entity.

2. Definitions

"**Documentation**" means the latest versions of all online technical documentation for the Product, including the description of the main features of the Product available at https://www.jetbrains.com/help/, or other documentation available on the JetBrains website.

"**EAP**" means the Early Access Program for the Product as referenced in the preamble of this Agreement.

"**EAP Term**" is the period of the EAP, during which You can use the Product under this Agreement.

"**Master Terms**" means either the JetBrains AI Terms of Service (Version 2.1) or the JetBrains AI Platform Terms of Service (Version 3.0), whichever is applicable to You based on Your customer type and acceptance history.

"**Product**" or "**JetBrains Context**" means the command-line interface ("**CLI**") based software licensed to You under this Agreement, designed to semantically index, manage, and retrieve local software repository context.

"**Vector Index**" means the database of vector representations, embeddings, mathematical representations of code structure, code chunk summaries, comment extractions, and metadata compiled from Your repositories.

3. The License, Your Rights, and Your Responsibilities

3.1. License. You may install the Product on any number of computing devices free of charge and use it during the EAP Term as long as You comply with this Agreement and the Master Terms. The license provided is worldwide, non-exclusive, non-transferable, non-sublicensable, and royalty-free for the term of the EAP.

3.2. Updates. We may issue, from time to time, updates to the Product. These updates may change the Product's features, and if You install the newer version of the Product, You agree to these changes and acknowledge that updates are subject to the terms of this Agreement unless otherwise specified in this Agreement.

3.3. Restrictions. Without Our express written permission (or unless this right is granted by applicable law), You may not:

(a) use the Product or its features in a manner contrary to this Agreement or applicable laws;

(b) reverse-engineer, disassemble, or decompile the Product, or parts thereof, or try to derive the source code of the Product in any way;

(c) modify, alter, adapt, translate, enhance, tamper with, repair, or otherwise create derivative works of the Product or any part thereof;

(d) sell, rent, lease, sublease, license, sublicense, lend, time-share, transfer, assign, provide the use of, or otherwise provide the Product or access to the Product to any third party, whether in whole or in part;

(e) use, or try to use, the Product in a way that attempts to overcome or bypass technical restrictions, security protection, or authentication methods;

(f) access the Product in order to build a similar or competitive product or service, as well as copy any ideas, features, functions, or graphics of the Product or any part thereof.

4. Intellectual Property Rights and Ownership

4.1. Our Rights. All intellectual property rights or other proprietary rights to the Product are retained by Us or our licensors. This includes all Product-related copyrights, trademarks, patents, and other registered or unregistered intellectual property. With the exception of the license granted to You under this Agreement, nothing in this Agreement grants, by implication or otherwise, to You or any third party any intellectual property rights or other right, title, or interest in or to the Product.

4.2. You Own Your Data. You retain ownership of all proprietary and intellectual property rights to the data that You transfer to or process through the Product. We do not claim ownership of Your code or repositories.

4.3. Feedback. To the extent You provide any ideas, suggestions, recommendations, proposals, or other feedback about the Product, You give Us the right to use, change, commercialize, and incorporate any of it into the Product. You cannot withdraw this permission after it is given (it is irrevocable), and it is perpetual. You acknowledge that We are not required to pay a fee for this feedback and that We can transfer and give similar rights to Your feedback to anyone else worldwide.

4.4. Third-Party Software. You understand that the Product integrates third-party software and that by using the Product 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, which are available at https://www.jetbrains.com/legal/third-party-software/ or in the Documentation.

5. Data Processing and Cloud Hosting

5.1. Processing and Hosting Permissions. In order for Us to provide the semantic indexing features of the Product, You give JetBrains permission to access, host, store, copy, alter, utilize, parse, and display Your inputs, data, suggestions and/or outputs, as well as Your repositories, configuration data, infrastructure state, and operational metadata (collectively, "**EAP Data**") on JetBrains' cloud infrastructure (deployed on Google Cloud Platform).

5.2. Vector Indexing. You authorize JetBrains Context to parse EAP Data locally on Your device, transmit it to JetBrains' cloud servers, and compile and persistently host the resulting Vector Index in JetBrains' cloud database for semantic retrieval.

5.3. Exclusion of Raw Source Code. JetBrains Context does not permanently store or host Your raw, plain-text source code on JetBrains' cloud servers. Once the local parsing and Vector Index generation are complete, the raw, plain-text source code of Your files is excluded from persistent cloud storage.

5.4. Model Training Prohibition. JetBrains shall not use Your EAP Data, Vector Index, or associated semantic queries processed through JetBrains Context to train, fine-tune, or reinforce any public, proprietary, or third-party generative large language models.

6. Warranty Limitation

6.1. No Expressed Warranty. The Product is licensed to You on an "as is" and "as available" basis. This means that You agree to use it at Your own risk, and We make no express warranty as to the Product's use or performance and do not represent or warrant in any way that the Product:

(a) is accurate, reliable, or correct;

(b) will meet Your requirements;

(c) will be available at any particular time or location, uninterrupted, or secure;

(d) is free of defects or errors and that any, if found, will be corrected; and/or

(e) is free of viruses or other harmful components.

6.2. Disclaimer of Warranties. To the maximum extent permitted by applicable law, We disclaim all warranties and conditions, whether express or implied (including, but not limited to, warranties of merchantability, fitness for a particular purpose, title, and non-infringement) with regard to the Product and the provision of any related support, updates, or upgrades.

6.3. No Rights From Defective Performance. As the Product is provided free of charge, to the maximum extent permitted by applicable law, You acknowledge that You have no rights from defective performance, and You waive all statutory rights arising from defective performance.

7. Disclaimer of Damages

7.1. Exclusion of Damages. To the maximum extent permitted by applicable law, in no event will We be liable to You, Your affiliates or users, or anyone else for:

(a) any special, incidental, indirect, consequential, exemplary, or punitive damages whatsoever, including for lost profit;

(b) any loss of use, data, goodwill, or profits, whether foreseeable or not; and

(c) any loss or damages in connection with the termination or suspension of Your access to the Product in accordance with this Agreement;

and You waive a right to claim compensation for any such loss or damage.

7.2. Limitation of Liability. Our total liability in all matters arising out of or in relation to this Agreement is limited to the greater of ten (10) US dollars or the aggregate amount paid or payable by You under this Agreement during the three-month period preceding the event giving rise to the liability, and You waive a right to claim compensation for any excess loss or damage. This limitation will apply even if We have been advised of the possibility of liability exceeding such an amount and notwithstanding any failure of the essential purpose of any limited remedy. This limitation will not apply to cases when the liability cannot be limited by the applicable law.

8. Term, Termination, and Data Purging

8.1. Term. This Agreement will commence upon its acceptance by You, and it will continue for the duration of the EAP Term or until it is terminated by either party according to this Agreement or applicable law.

8.2. Termination by JetBrains. We reserve the right, in Our sole discretion, at any time, with or without cause, and without prior notice, liability, or penalty, to (i) terminate this Agreement and Your individual right to use JetBrains Context, and/or (ii) suspend, discontinue, or terminate the entire JetBrains Context EAP program as a whole, including for the purpose of transitioning the Product to general availability.

8.3. Withdrawal. You have the right to cease using the Product and withdraw from this Agreement at any time without providing any reason. In such case, You must uninstall and cease using the Product.

8.4. Automatic Purging. Unless otherwise established in connection with a transition to general availability under Section 8.5, immediately upon the expiration or termination of this Agreement, or upon Your decision to withdraw and cease using the Product, Your license to JetBrains Context is terminated, and We will permanently delete, purge, and erase the hosted Vector Index and all associated EAP Data from Our cloud servers and databases.

8.5. Transition to General Availability. If We make the Product generally available as a commercial service or as a feature of an existing JetBrains service, this Agreement will automatically terminate. Your continued use of the general availability version of the Product will no longer be governed by this Agreement and will instead be subject to the Master Terms or other applicable terms of service as We may specify at the time of the general availability release.

9. Export Control Laws

9.1. Export Control Compliance. You must comply with all applicable laws and regulations with regard to economic sanctions, export controls, import regulations, restrictive measures, and trade embargoes (all herein referred to as "**Sanctions**"), including those of the European Union and the United States. You declare and warrant that You are not a person targeted by Sanctions, nor are You otherwise owned or controlled by or acting on behalf of any entity or person targeted by Sanctions. You agree that You will not download or otherwise export or re-export the Product or any related technical data directly or indirectly to any person targeted by Sanctions or download or otherwise use the Product for any end use prohibited or restricted by Sanctions.

9.2. Reporting of Non-Compliance. You must immediately report any concerns of non-compliance regarding Sanctions to compliance@jetbrains.com and cooperate with Us in Our efforts to verify and ensure compliance with Sanctions.

10. Miscellaneous

10.1. Reservation of Rights. We reserve the right at any time to cease Our support of the Product and to alter prices, features, specifications, capabilities, functions, terms of use, release dates, general availability, and other characteristics of the Product.

10.2. Severability. If any provision of this Agreement is or becomes invalid, illegal, or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of any other provision of this Agreement.

10.3. Changes. From time to time, We may ask You to accept an updated version of this Agreement ("**Updated Agreement**") in connection with new versions, features, updates, enhancements, or other changes to the Product. We will notify You about the Updated Agreement either by displaying it to You in the Product, in Your JetBrains Account, or by email. By accepting the Updated Agreement or by continuing to use the Product after the effective date specified in the notification, You agree to be bound by the Updated Agreement instead of this Agreement. If You do not agree to the Updated Agreement, You can withdraw from this Agreement before the effective date of the change by uninstalling the Product according to Section 8.3.

10.4. No Waiver. Our failure to enforce or exercise any part of this Agreement is not a waiver of the respective Section.

10.5. No Assignment. You may not assign or otherwise transfer any right or obligation under this Agreement or this Agreement itself to a third party without Our prior written consent.

10.6. Entire Agreement. This Agreement, together with the applicable Master Terms governing Your use of the underlying JetBrains AI services, constitutes the entire agreement between You and Us in relation to its subject matter and replaces and supersedes all prior agreements, representations, understandings, and undertakings of any nature made, whether oral or written, in relation to that subject matter. In the event of any direct conflict between this Agreement and the Master Terms regarding the processing, hosting, or storage of EAP Data for JetBrains Context, the provisions of this Agreement shall prevail.

10.7. Governing Law and Dispute Resolution. 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. Any disputes arising out of or in connection with this Agreement will be finally resolved by a competent court of the Czech Republic having territorial jurisdiction based on Our registered office at the moment of the conclusion of this Agreement, unless provided otherwise by applicable consumer laws.

10.8. Personal Data. If We receive any personal data from You or Your users in connection with the use of the Product, We will process it as described in the JetBrains Privacy Notice available at https://www.jetbrains.com/company/privacy.html. By opting into and utilizing EAP Versions, You explicitly acknowledge and consent that JetBrains may collect, store, and process enhanced diagnostic, usage, and telemetry data beyond what is collected in generally available versions. If You do not consent to this enhanced data collection, You must immediately cease use of the EAP Versions. For more details, see our Product Data Collection and Usage Notice available at https://www.jetbrains.com/legal/docs/terms/product_data_collection/.

10.9. Consumer Protection. If You are a consumer, You may have certain rights, which may not be limited or excluded and which may vary from jurisdiction to jurisdiction. To the extent that any exclusions or limitations in this Agreement are not legally permitted, such provisions shall not apply to You. This shall in no way affect the validity or the applicability of the remaining provisions of this Agreement. If You are a consumer, You may further have a right to raise a complaint with a supervisory authority or settle a dispute out of court through an extrajudicial dispute resolution entity. For more information, depending on the relevant country, please visit https://www.jetbrains.com/legal.

10.10. Default Application of Master Terms. If You have not accepted the JetBrains AI Terms of Service or the JetBrains AI Platform Terms of Service prior to Your acceptance of this Agreement, You agree that the following terms shall automatically apply to Your use of the Product and constitute the Master Terms hereunder: (a) if You qualify as a "Non-Business Customer" (as defined in the JetBrains AI Platform Terms of Service Version 3.0), Your use of the Product shall be additionally governed by the JetBrains AI Terms of Service (Version 2.1); or (b) if You qualify as a "Business Customer" (as defined in the JetBrains AI Platform Terms of Service Version 3.0), Your use of the Product shall be additionally governed by the JetBrains AI Platform Terms of Service (Version 3.0).

For further information, please contact us at legal@jetbrains.com.