

JETBRAINS FREE PLUGIN LICENSE AGREEMENT

Version 1.0, effective as of September 15, 2025

THIS IS A LEGAL AGREEMENT. BY CLICKING ON THE “I AGREE” (OR SIMILAR) BUTTON THAT IS PRESENTED TO YOU AT THE TIME OF INSTALLATION, OR BY DOWNLOADING, INSTALLING, COPYING, SAVING ON YOUR DEVICE, OR OTHERWISE ACCESSING OR USING THE PLUGIN, YOU ACCEPT THIS AGREEMENT AND BECOME A PARTY TO IT, YOU DECLARE YOU HAVE THE LEGAL CAPACITY TO ENTER INTO THIS AGREEMENT, AND YOU CONSENT TO BE BOUND BY ITS TERMS AND CONDITIONS.

1. Introduction

This JetBrains Free Plugin License 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. (IČO): 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

“**Acceptable Use Policy**” means the JetBrains Products Acceptable Use Policy available at <https://www.jetbrains.com/legal/docs/terms/acceptable-use-policy/>.

“**Documentation**” means the latest versions of all online technical documentation relating to the Plugin, including the description of the main features of the Plugin, available either on the JetBrains Website or on the relevant Third-Party Platform, depending on where You access the Plugin.

“**JetBrains Website**” means the website hosted at <https://www.jetbrains.com/> and any other website operated by Us, such as <https://plugins.jetbrains.com>.

“**Machine**” means a computing device used by You for running the Plugin.

“**Plugin**” means any JetBrains plugin, extension, application, widget, or other JetBrains software, including AI models, designed to work with the Product and licensed to You under this Agreement. In some cases, a Plugin may consist solely of the software, constituting configuration files, connectors, or instructions that enable You to download, install, access, or otherwise obtain the JetBrains software as described above.

“**Product**” means any product or service that You access under a separate agreement with JetBrains or a third party.

“**Third-Party Platform**” means a third-party platform where a given Plugin is published by JetBrains and where the main information about the Plugin is provided.

“**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 at <https://www.jetbrains.com/legal/third-party-software> or in the Documentation.

3. License, Subscription, and Your Responsibilities

3.1. License. You may install the Plugin on Your Machine free of charge and use it with the relevant Product, as described in this Section 3, depending on where You access the Plugin and provided that You comply with this Agreement, Documentation, and, where applicable, the Acceptable Use Policy. This license is provided as worldwide, non-exclusive, non-transferable, non-sublicensable, and royalty-free for the term of this Agreement.

3.2. Free Use. Following the installation, You may use the Plugin for free for any commercial or non-commercial purposes always subject to the terms of this Agreement.

For the avoidance of doubt, in cases where the Plugin consists solely of configuration files, connectors, or instructions that enable You to download, install, access, or otherwise obtain JetBrains software as described in Section 2 above, such JetBrains software may be subject to acceptance of a separate agreement, which may include payment clauses. It is Your responsibility to carefully review any such agreement before accepting it.

3.3. Updates. We may issue from time to time updates of the Plugin in the form of a higher Plugin version. These updates may change the Plugin features, and if You install the newer version of the Plugin, You agree with these changes and acknowledge that updates are subject to the terms of this Agreement, unless otherwise specified in this Agreement.

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

- (a) use the Plugin or its features in a manner contrary to this Agreement or applicable laws;
- (b) reverse-engineer, disassemble, or decompile the Plugin, or parts thereof, or try to derive the source code of the Plugin in any way;
- (c) modify, alter, adapt, translate, enhance, tamper with, repair, or otherwise create derivative works of the Plugin or any part thereof;
- (d) sell, rent, lease, sublease, license, sublicense, lend, time-share, transfer, assign, provide the use of, or otherwise provide the Plugin or access to the Plugin to any third party, whether in whole or in part;
- (e) use or try to use the Plugin in a way that avoids overcoming technical restrictions, security protection, or authentication methods;
- (f) access the Plugin in order to build a similar or competitive product or service, as well as copy any ideas, features, functions, or graphics of the Plugin or any part thereof.

4. Intellectual Property Rights and Ownership

4.1. Our Rights. All intellectual property rights or other proprietary rights to the Plugin are retained by Us or our licensors. This includes all Plugin-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 Plugin or any other intellectual property.

4.2. Feedback. To the extent You provide any ideas, suggestions, recommendations, proposals, or other feedback in relation to the Plugin, You give Us the right to use, change, commercialize, and incorporate any of it into the Plugin. 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.

4.3. Third-Party Software. You understand that the Plugin may integrate Third-Party Software and that by using the Plugin You might be using such Third-Party Software. This Third-Party Software is provided to You on the terms and conditions of the respective Third-Party Software, and You need to comply with those terms and conditions. Nothing in this Agreement limits Your right to use Third-Party Software under those applicable terms and conditions.

5. Access and Your Data

By default, We do not see or have access to any of Your data processed or otherwise accessed by the Plugin. However, some services used in combination with the Plugin and/or the Product can allow access to Us or to third parties. It is Your responsibility to become familiar with the terms of these services and/or the Product and to set the appropriate level of access to Your data. Any content or data downloaded or otherwise obtained through Your use of the Plugin are acquired at Your own risk.

6. Warranty Limitation

6.1. No Expressed Warranty. The Plugin 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 Plugin use or performance and do not represent or warrant that in any way that the Plugin:

- (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, implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement) with regard to the Plugin and the provision of any related support, updates, or upgrades.

6.3. No Rights from Defective Performance. As the Plugin 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, 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 or not foreseeable; and
- (c) any loss or damages in connection with the termination or suspension of Your access to the Plugin 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) U.S. dollars (USD) 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 Withdrawal

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

8.2. Termination. We may terminate this Agreement by a notice sent to You in email or otherwise in writing if:

- (a) You materially breached this Agreement and failed to remedy the breach within thirty (30) days of written notice;
- (b) We are required to do so by law (for example, where the provision of the Plugin is, or becomes, unlawful); or
- (c) We elect to discontinue providing the Plugin, in whole or in part; in this case, We will send the notice at least thirty (30) days before the termination.

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

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 (EU) and the United States (USA) You declare and warrant that You are not a person targeted by Sanctions, nor You are 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 Plugin or any related technical data directly or indirectly to any person targeted by Sanctions or download or otherwise use the Plugin 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 Plugin and to alter the pricing, features, specifications, capabilities, functions, terms of use, release dates, general availability, and other characteristics of the Plugin.

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. This Agreement can be updated from time to time to reflect changes to the Plugin, including its new versions, features, updates, enhancements, or other modifications, as well as changes in how We offer the Plugin to users. We will notify You about the changes to this Agreement either by displaying the updated version of the Agreement (“Updated Agreement”) to You in the Plugin, in Your JetBrains Account, via the Third-Party Platform, or by sending the Updated Agreement to the email address provided in Your JetBrains Account. By accepting the Updated Agreement or by continuing to use the Plugin after the effective date specified in the notification or in the Updated Agreement, You agree to be bound by the Updated Agreement instead of this Agreement. We respect that You may not agree to the Updated Agreement. If that is the case, You can withdraw from this Agreement before the effective date of the change by uninstalling the Plugin in accordance with 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 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.

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. The Parties to this Agreement undertake to use their 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. The language of the proceedings will be English.

10.8. Data Privacy. If We receive any personal data from You or Your users in connection with the use of the Plugin, We will process it as described in JetBrains’ Privacy Notice available at <https://www.jetbrains.com/company/privacy.html>.

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. In the extent to which the 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 the extrajudicial dispute resolution entity. For more information specific to Your country, please visit <https://www.jetbrains.com/legal>.

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