TOOLBOX SUBSCRIPTION AGREEMENT FOR BUSINESSES AND ORGANIZATIONS

Version 4.1, effective as of March 23, 2023

IMPORTANT! READ CAREFULLY:

THIS IS A LEGAL AGREEMENT. BY CLICKING ON THE "I AGREE" (OR SIMILAR) BUTTON THAT IS PRESENTED TO CUSTOMER AT THE TIME OF PURCHASE, OR BY DOWNLOADING, INSTALLING, COPYING, SAVING ON CUSTOMER'S DEVICE, OR OTHERWISE USING JETBRAINS SOFTWARE, SUPPORT, OR PRODUCTS, CUSTOMER BECOMES A PARTY TO THIS AGREEMENT AND CONSENTS TO BE BOUND BY ALL THE TERMS AND CONDITIONS SET FORTH BELOW.

Note: In the event that the terms of this Agreement are in conflict with the terms of any agreement individually negotiated and agreed between JetBrains and Customer (as defined below), the terms of the latter shall prevail. JetBrains and Customer may each also be referred to individually as a "Party" or jointly as the "Parties".

1. PARTIES

1.1. "Customer" or "you" means the sole proprietor or legal entity specified in the Subscription Confirmation, or in the case of Redistributable Products, the sole proprietor or legal entity using the Redistributable Product in accordance with this Agreement. For legal entities, 'Customer' includes any of its Affiliates.

1.2. "JetBrains" or "we" means JetBrains s.r.o., having its principal place of business at Na Hrebenech II 1718/8, Prague, 14000, Czech Republic, registered in the Commercial Register maintained by the Municipal Court of Prague, Section C, File 86211, ID No.: 265 02 275.

2. DEFINITIONS

2.1. "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 such 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.

2.2. "Agreement" means this Toolbox Subscription Agreement for Businesses and Organizations.

2.3. "Bug Fix Update" for a particular Product Version means a software update or release that is specifically identified by JetBrains as a bug fix for that Product Version.

2.4. "EAP Version" means any of the Early Access, Beta, or Nightly versions of a Product that allow you to try pre-release Product Versions to evaluate features that may be added to a future Product Version.

2.5. "Fallback Date" means the date 12 months prior to the expiration date of the Subscription.

2.6. "Fallback Version" means the most recent Product Version that JetBrains made available for public purchase prior to the Fallback Date, along with any Bug Fix Updates for that Product Version. The Fallback Version does not include any Product updates or upgrades other than Bug Fix Updates that Customer may have used in the period between the Fallback Date and the expiration date of the Subscription. For more information, see our FAQ available at https://sales.jetbrains.com/hc/en-gb.

2.7. "JetBrains Account" or "JBA" means an account at https://account.jetbrains.com created by Customer or User, having a unique name and password, and enabling Customer or User to manage Subscription administration and/or access Products.

2.8. "Machine" means a computing device used by a User for running the Product.

2.9. "Product" means any generally available JetBrains software intended for mass distribution which may be designated by JetBrains as part of the JetBrains Toolbox on JetBrains' website at www.jetbrains.com. "Product" does not include JetBrains 'Team Tools' software and services such as Space, Code With Me, YouTrack, TeamCity, Upsource,

Datalore, Hub, or any other software, services, or products that are, in JetBrains' sole discretion, subject to different terms and conditions. JetBrains does not develop Products according to Customer's specifications, nor are Products customized through modification or personalization.

2.10. "Product Version" means a release, update, or upgrade of a particular Product that is not identified by JetBrains as being made for the purpose of fixing software bugs.

2.11. "Redistributable Product" means an independent module of a Product or a standalone JetBrains development tool designated by JetBrains as "Redistributable" in its name or in its official description, such as a Software Development Kit (SDK), Application Programming Interface (API), or Command Line Tool application (CLT), and which may be subject to additional terms.

2.12. "Subscription" specifies the subscription term, Products provided to Customer, subscription fees, and payment schedules. Subscriptions do not apply to Redistributable Products.

2.13. "Subscription Confirmation" means an email confirming Customer's rights to access and use Products (excluding Redistributable Products), including Subscription plans, and stating the applicable use limitations for the Product (such as, for example, the number of Users and the license period).

2.14. "User" means any employee, independent contractor, or other individual who obtains access to a Product from Customer (including, for the avoidance of doubt, its Affiliates).

3. GRANT OF RIGHTS

3.1. The Product is provided to Customer on a 'per user' basis, where Customer must assign a Subscription to a specific User who may deploy the Product on multiple Machines in accordance with the Product documentation. If the Product is accessed via a Floating License Server (as described in Section 5.3), the Product is provided to Customer on a 'per machine' basis, where the Floating License Server allocates the Subscription to a specific Machine that can only be used by one User at a time. If Customer complies with the terms of this Agreement, JetBrains grants to Customer the rights set out in this Section 3 to the extent necessary to enable Customer and their Users to effectively use the Product. All other rights remain reserved by JetBrains.

3.2. Unless the Subscription has expired or this Agreement is terminated in accordance with Section 12, and subject to the terms and conditions specified in this Agreement, JetBrains grants Customer the non-exclusive and non-transferable right to use each Product covered by the Subscription as stipulated below:

(A) Customer may:

(i) install and use any version of the Product covered by the Subscription on any operating system supported by the Product; and

(ii) make one copy of the Product solely for archival, security, and/or backup purposes.

(B) Customer may not:

(i) allow the same Subscription to be used concurrently by more than one (1) User, unless the Product is provided via a Floating License Server as specified in Section 5.3.(C);

(ii) rent, lease, reproduce, modify, adapt, create derivative works of, distribute, sell, or transfer the Product;

(iii) provide a third party with access to the Product or Customer's JetBrains Account, or the right to use the Product;

(iv) reverse engineer, decompile, disassemble, modify, translate, or make any attempt to discover the source code of, the Product; or

(v) remove or obscure any proprietary or other notices contained in the Product.

3.3. Following the expiration of this Agreement, the rights stipulated in Section 3.2(A) shall continue on a perpetual, royalty-free, non-exclusive, and non-transferable basis for the continued use of a Fallback Version of each Product covered by the Subscription. The limitations set forth in Sections 3.1 and 3.2(B) of this Agreement apply to the usage of the Fallback Version, as does Section 12.5. The rights granted in this Section 3.3 are expressly contingent upon Customer not being in breach of this Agreement, including having paid the applicable Subscription fees for the preceding 12 months in full and without interruption.

3.4. Customer acknowledges that no ownership rights are conveyed to Customer under this Agreement, irrespective of the use of terms such as 'purchase' or 'sale'. JetBrains has and retains all rights, title, and interest, including all intellectual property rights, in and to the Products, any and all related or underlying technology, and any modifications or derivative works of the Products, including without limitation as they may incorporate Feedback (as defined below).

3.5. If an independent module of the Product or the Product as a whole is a Redistributable Product, the following provisions shall apply in addition to Sections 3.2-3.4, unless specified otherwise in the terms relating to the use of the particular Redistributable Product:

(A) You may:

(i) use the Redistributable Product without the quantitative restrictions set out in Sections 3.1 and 3.2(B)(i);

(ii) transfer, reproduce, redistribute, and provide access to the Redistributable Product to a third party;

(iii) sell your product containing or using the Redistributable Product to a third party, but not the Redistributable Product on its own;

(iv) redistribute the Redistributable Product onto another Machine for legitimate purposes in accordance with this Agreement and applicable law, and use the Redistributable Product on that Machine, provided that you have received authorization from the owner of that Machine to deploy and use the Redistributable Product in this way. You will indemnify JetBrains against any losses, costs, or damages arising from your deployment of the Redistributable Product onto another Machine in violation of this Section.

(B) You agree that any Redistributable Product you reproduce, redistribute, or provide a third party access to must be governed by an agreement concluded between the relevant third party as a Customer and JetBrains, and that the third party must be bound by that agreement prior to the use of the reproduced or redistributed Redistributable Product. JetBrains is the exclusive owner and licensor of the Redistributable Product. You acknowledge that you are liable to JetBrains for any loss or damages in connection with any breach of this Section.

4. PURCHASING THROUGH RESELLERS AND DISTRIBUTORS

This Agreement applies whether Customer purchases a Subscription directly from JetBrains or through an authorized JetBrains reseller or distributor. If Customer purchases through a JetBrains reseller or distributor, the Subscription details shall be as stated in the Subscription Confirmation issued by the reseller or distributor to Customer, and the reseller or distributor is responsible for the accuracy of any such Subscription Confirmation. Neither resellers nor distributors are authorized to make any promises or commitments on JetBrains' behalf, and Customer understands and agrees that JetBrains is not bound by any obligations to Customer other than as specified in this Agreement.

5. ACCESS TO PRODUCTS

5.1. All deliveries under this Agreement will be electronic. Customer and their Users must have an Internet connection in order to access their JetBrains Account and receive any deliveries. The Customer is responsible for downloading and installing the Products, which are made available for download on the JetBrains website at www.jetbrains.com.

5.2. Customer and their Users may use the JBA in accordance with the JetBrains Account Agreement available at https://www.jetbrains.com/legal/docs/agreements/jetbrains_account.html. Customer and their Users are solely responsible for the accuracy of any information provided via, and any action taken through, the JBA.

5.3. Customer may enable Users to activate and access Products in one of the following ways:

(A) JetBrains Account – by sending an invitation from Customer's JBA to a User's JBA. Customer acknowledges and agrees that the Product will periodically connect from the User's Machine to JetBrains' servers via the internet to confirm the User's right to use the Product;

(B) Activation code – by generating an offline activation code in Customer's JBA and providing it to a User for offline Product activation. Customer must generate a new activation code and apply it to the Product registration interface

when prompted;

(C) License server – via an application provided by JetBrains through a 'floating license server' that enables Customer to access the Product on a 'per machine' basis ("Floating License Server"). The Floating License Server is an option that is provided at the sole discretion of JetBrains upon written request and may be subject to separate terms and conditions.

6. FEES

6.1. Customer shall pay Subscription fees in accordance with the JetBrains Terms and Conditions of Purchase (available at https://www.jetbrains.com/legal/docs/store/terms) or an authorized JetBrains reseller's terms of purchase, whichever are applicable.

6.2. The Subscription fees must be paid in full, and any levies, duties, and/or taxes imposed by Customer's jurisdiction (including, but not limited to, value added tax, sales tax and withholding tax) shall be borne solely by Customer. Customer may not deduct any amounts from fees payable to JetBrains or an authorized JetBrains reseller, unless otherwise specified in the applicable terms of purchase.

7. FEEDBACK

Customer has no obligation to provide us with ideas, suggestions, or proposals ("Feedback"). However, if Customer or Users submit Feedback to us, then Customer grants us a non-exclusive, worldwide, royalty-free license that is sublicensable and transferable, to make, use, sell, have made, offer to sell, import, reproduce, publicly display, distribute, modify, or publicly perform the Feedback in any manner without any obligation, royalty, or restriction based on intellectual property rights or otherwise.

8. THIRD-PARTY SOFTWARE

The Products include code and libraries licensed to us by third parties, including open source software ("Third-Party Software"). A list of Third-Party Software included in each Product is available in the respective Product documentation and/or at https://www.jetbrains.com/legal/third-party-software. All Third-Party Software is provided to Customer under the respective terms stipulated in the Product documentation.

9. SUBSCRIPTION TRIAL

9.1. Subject to the terms of this Agreement, Customer is granted a one-time right to install and use each major version of a Product for evaluation purposes, without charge, for a period of thirty (30) days (or such other period as may be specified in the official Product documentation) from the date of Product installation ("Evaluation Period"). Customer's use of the Product during the Evaluation Period shall be limited to internal evaluation and testing of the Product for the sole purpose of determining whether the Product meets Customer's requirements and whether Customer wishes to continue using the Product.

9.2. Customer may end the Evaluation Period at Customer's sole discretion any time. Upon the expiration of the Evaluation Period, Customer's right to continue using the Product will terminate, unless Customer purchases a Subscription to the Product. The Product contains a feature that will automatically disable the Product upon the expiration of the Evaluation Period.

9.3. The limitations contained in this Section 9 do not apply to the use of Redistributable Products, which may be used for the term of this Agreement.

10. WARRANTY LIMITATIONS

10.1. ALL PRODUCTS ARE PROVIDED TO CUSTOMER ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE PRODUCTS IS AT CUSTOMER'S OWN RISK.

10.2. JETBRAINS MAKES NO WARRANTY AS TO THE PRODUCTS' USE OR PERFORMANCE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, JETBRAINS (AND ITS AFFILIATES, SHAREHOLDERS, AGENTS, DIRECTORS, AND EMPLOYEES), ITS LICENSORS, SUPPLIERS (INCLUDING THE PROVIDERS OF THIRD PARTY SOFTWARE), AND RESELLERS (COLLECTIVELY HEREUNDER, "JETBRAINS PARTIES") 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 PRODUCTS AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES.

10.3. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, JETBRAINS PARTIES DO NOT REPRESENT OR WARRANT THAT THE PRODUCTS: (A) ARE ACCURATE, RELIABLE, OR CORRECT; (B) WILL MEET ANY CUSTOMER REQUIREMENTS; (C) WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED, OR SECURE; (D) ARE FREE OF DEFECTS OR ERRORS AND THAT ANY, IF FOUND, WILL BE CORRECTED; AND/OR (E) ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

10.4. ANY CONTENT OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE PRODUCTS ARE DOWNLOADED AT CUSTOMER'S OWN RISK; CUSTOMER AGREES IT IS SOLELY RESPONSIBLE FOR ANY DAMAGE TO ITS PROPERTY AND/OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD.

10.5. CUSTOMER MAY HAVE OTHER RIGHTS WHICH MAY NOT BE LIMITED OR EXCLUDED AND WHICH MAY VARY FROM JURISDICTION TO JURISDICTION. THIS DOCUMENT IS NOT INTENDED TO NEGATIVELY AFFECT SUCH RIGHTS.

11. DISCLAIMER OF DAMAGES

11.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL JETBRAINS PARTIES BE LIABLE TO CUSTOMER, CUSTOMER'S AFFILIATES, USERS, OR ANYONE ELSE FOR: (A) ANY LOSS OF USE, DATA, GOODWILL, OR PROFITS, WHETHER OR NOT FORESEEABLE; (B) ANY LOSS OR DAMAGES IN CONNECTION WITH TERMINATION OR SUSPENSION OF CUSTOMER'S ACCESS TO THE PRODUCTS IN ACCORDANCE WITH THIS AGREEMENT; OR (C) ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHATSOEVER (EVEN IF THE RELEVANT JETBRAINS PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES), INCLUDING THOSE (X) RESULTING FROM LOSS OF USE, DATA, OR PROFITS, WHETHER OR NOT THEY ARE FORESEEABLE, (Y) BASED ON ANY THEORY OF LIABILITY, INCLUDING BREACH OF CONTRACT OR WARRANTY, STRICT LIABILITY, NEGLIGENCE, OR OTHER TORTIOUS ACTION, OR (Z) ARISING FROM ANY OTHER CLAIM ARISING OUT OF OR IN CONNECTION WITH CUSTOMER'S USE OF OR ACCESS TO THE PRODUCTS OR SUPPORT. THIS LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

11.2. THE TOTAL LIABILITY OF THE JETBRAINS PARTIES IN ANY MATTER ARISING OUT OF OR IN RELATION TO THIS AGREEMENT IS LIMITED TO THE GREATER OF (A) ONE HUNDRED (100) US DOLLARS OR (B) THE AGGREGATE AMOUNT PAID OR PAYABLE BY CUSTOMER DURING THE THREE-MONTH PERIOD PRECEDING THE EVENT FOR THE PRODUCTS GIVING RISE TO THE LIABILITY. THIS LIMITATION WILL APPLY EVEN IF THE JETBRAINS PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF LIABILITY EXCEEDING SUCH AN AMOUNT AND NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

12. TERM AND TERMINATION

12.1. The term of this Agreement will commence upon acceptance of this Agreement by Customer as set forth in the preamble above, and it will continue for each Product through the end of the applicable Subscription period specified in the respective Subscription Confirmation. The Subscription and this Agreement will automatically

renew in respect to each Product for a successive Subscription period, unless terminated in accordance with this Agreement.

12.2. Customer may terminate this Agreement at any time by cancelling its Product Subscription via Customer's JetBrains Account. If such termination occurs during a Subscription period, this Agreement will continue to be effective until the end of that Subscription period. Such termination does not relieve Customer of the obligation to pay any outstanding Subscription fees owed to JetBrains, and no credits or refunds will be issued to Customer for prepaid Subscription fees (except as specified in the JetBrains Terms of Purchase available at: https://www.jetbrains.com/store/terms, if applicable). In the case of Redistributable Products, Customer may terminate this Agreement with immediate effect by notifying JetBrains of such termination, discontinuing use of the Redistributable Products, and deleting all copies of Redistributable Products from its Machines and archives (notwithstanding anything else in this Agreement).

12.3. JetBrains may terminate this Agreement and the associated Subscription if:

(A) Customer has materially breached this Agreement and fails to remedy the breach within thirty (30) days of written notice;

(B) Customer fails to make timely payment of Subscription fees in accordance with Section 6 of this Agreement;

(C) JetBrains is required to do so by law (for example, where the provision of the Product to Customer is, or becomes, unlawful); or

(D) JetBrains elects to discontinue providing the Product, in whole or in part.

12.4. JetBrains will make reasonable efforts to notify Customer via email (to the email address of the billing or technical contact provided by Customer) as follows:

(A) Thirty (30) days prior to termination of the Agreement in the events specified in Sections 12.3(C) and 12.3(D) above, in which case Customer will be entitled to a refund of the unused portion of prepaid Subscription fees, if applicable;

(B) Three (3) days prior to termination of the Agreement in the event specified in Section 12.3(B), in which case Customer will not be entitled to any refund of the unused portion of prepaid Subscription fees.

12.5. Survival. Upon the expiration or termination of this Agreement, Sections 6, 7, 8, 10, 11, and 16 of this Agreement survive. Upon the expiration or termination of this Agreement by Customer under Section 12.2, if Customer elects to use a Fallback Version in accordance with Section 3.3, these Sections will also survive with respect to the Fallback Version, in addition to Section 3.3.

12.6. The term of this Agreement will continue for each respective Redistributable Product until terminated by either Customer or JetBrains, unless specified otherwise by specific terms governing the use of the Redistributable Product.

13. TEMPORARY SUSPENSION

13.1. JetBrains reserves the right to suspend Customer's access to JetBrains Products if:

(A) Customer fails to pay Subscription fees on time in accordance with Section 6;

(B) Customer or User's use of Product is in violation of this Agreement or disrupts or imminently threatens the security, integrity, or availability of a Product.

13.2. If JetBrains suspends Customer's access to Products for non-payment in accordance with Section 13.1(A), Customer must pay all past due amounts in order to resume access to Product.

13.3. If JetBrains suspends access to Product in accordance with Section 13.1, Customer agrees that JetBrains is entitled to charge Customer for the time period during which Customer has access to JetBrains Products until either access is restored in accordance with Section 13.2 or the Subscription is terminated in accordance with this Agreement.

14. EXPORT REGULATIONS

14.1.Customer 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 United States. Customer declares and warrants that it is not a person targeted by Sanctions, nor is it otherwise owned or controlled by or acting on behalf of any entity or person targeted by Sanctions. Customer agrees that it 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.

14.2. Customer must immediately report any concerns of non-compliance regarding Sanctions to compliance@ jetbrains.com, legal@jetbrains.com, or ethics@jetbrains.com, and cooperate with JetBrains in its efforts to verify and ensure compliance with Sanctions.

15. MARKETING

Customer agrees that JetBrains may identify them as a customer of JetBrains and may refer to them by name, trade name, and trademark, if applicable. JetBrains may also briefly describe Customer's business in JetBrains marketing materials, on the JetBrains website, and/or in public or legal documents. Customer hereby grants JetBrains a worldwide, non-exclusive, and royalty-free license to use Customer's name and any of Customer's trade names and trademarks solely pursuant to this marketing section.

16. GENERAL

16.1. **Entire Agreement**. The following documents are part of ('incorporated into') this Agreement: the JetBrains Privacy Policy, available at https://www.jetbrains.com/legal/docs/privacy/privacy.html, the Data Processing Addendum (if applicable) at https://www.jetbrains.com/legal/dpa, and the JetBrains Terms and Conditions of Purchase, available at https://www.jetbrains.com/legal/docs/store/terms. Together, these documents 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'). No purchase order, Customer terms, or other document that purports to modify or supplement this Agreement will vary the terms of this Agreement unless signed by Customer and JetBrains.

16.2. **EAP Version**. Customer may choose to use EAP Versions during a Subscription period. Such use is subject to the JetBrains EAP User Agreement (available at https://www.jetbrains.com/legal/docs/toolbox/user_eap.html), and by using the EAP Version Customer accepts these terms and conditions. If Customer ceases to use an EAP Version but continues to use Product, such use will continue to be governed by this Agreement. Your use of an EAP Version does not entitle you to any Subscription refund and does not relieve you of your payment obligations under this Agreement.

16.3. **Reservation of Rights**. JetBrains reserves the right at any time to cease its 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. Nothing in this Agreement limits any rights a consumer may have under applicable consumer protection laws.

16.4. **Changes to this Agreement**. The Agreement can be updated from time to time to reflect changes in the Product and how it is offered to you.

(A) If this happens, we will update the terms on the JetBrains website and let you know either:

(i) by displaying them to you in the Product;

(ii) in your JetBrains Account; or

(iii) by sending the updated version to the email address used in your JetBrains Account.

(B) Any updated Agreement will start ('be effective') on the date specified in the updated Agreement. By continuing to use the Product after the effective date, you agree to be bound by the modified Agreement.

(C) We respect that you may not agree to the updated Agreement. If that is the case, you can terminate your Subscription any time up to 30 days after the effective date of the updated Agreement. Termination according to this Section entitles you to a pro-rata refund of the pre-paid unused Subscription fees.

(D) If you are using a Fallback Version and object to the update to the Agreement, you can continue using the Fallback Version under the previously applicable terms.

16.5. **Opportunity to Review**. Customer declares that it has had sufficient opportunity to review this Agreement, understand the content of all of its sections, negotiate its terms, and seek independent professional legal advice before entering into it. Consequently, any statutory "form contract" ("adhesion contract") regulations shall not be applicable to this Agreement.

16.6. **Severability**. If a particular term of this Agreement is not enforceable, the unenforceability of that term will not affect any other terms of this Agreement.

16.7. **Interpretation**. Headings and titles are for convenience only and do not affect the interpretation of this Agreement. Terms such as "including" are not exhaustive.

16.8. **No Waiver**. Our failure to enforce or exercise any part of this Agreement is not a waiver of that section.

16.9. **Notice**. JetBrains may deliver any notice to Customer via electronic mail to an email address provided by Customer, or via Customer's JetBrains Account, registered mail, personal delivery, or reputable express courier (such as DHL, FedEx, or UPS). Any such notice will be deemed to be effective (i) on the day the notice is sent to Customer via email, (ii) upon being uploaded to Customer's JetBrains Account (irrespective of when Customer actually receives it), (iii) upon personal delivery, (iv) one (1) day after deposit with an express courier, or (v) five (5) days after deposit in the mail, whichever occurs first.

16.10. **Governing Law**. 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 the agreement constituted by this Agreement undertake to use best commercial efforts to amicably settle any disputes arising hereunder ("Dispute").

16.11. **Dispute Resolution**. Should the Parties to this Agreement fail to settle a Dispute amicably, the Dispute will be excluded from the jurisdiction of general courts and the Dispute 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 arbitrators in accordance with the Rules of that Arbitration Court, and the language of the proceedings will be English; **if you are a consumer**, we both agree that any Dispute-related litigation may only be brought in, and shall be subject to the jurisdiction of, any competent court of the Czech Republic, unless provided otherwise by applicable consumer law. Consumer Disputes can also be settled out of court through the Czech Trade Inspection Authority (www.coi.cz) or the European Commission's online platform for dispute resolution (http://ec.europa.eu/consumers/odr).

16.12. **Data Privacy**. By accepting this Agreement, Customer acknowledges that JetBrains will process personal data in accordance with JetBrains' Privacy Policy (available at https://www.jetbrains.com/company/privacy.html). Unless you have signed an individual data processing addendum with JetBrains, the JetBrains data processing addendum available at https://www.jetbrains.com/legal/dpa applies.

16.13. **Force Majeure**. Neither Party shall be in breach of this Agreement, or otherwise liable to the other, by reason of any delay in performance, or non-performance, of any of its obligations under this Agreement (except payment obligations), arising directly from an act of God, fire, flood, natural disaster, act of terrorism, strike, lock-out, labor dispute, public health emergency, civil commotion, riot, or act of war.

The previous version of this agreement is available here.

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