

# TOOLBOX SUBSCRIPTION LICENSE AGREEMENT FOR EDUCATION AND TRAINING

Version 3, Effective as of September 9<sup>th</sup>, 2016

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9.2. OUR TOTAL LIABILITY IN ANY MATTER ARISING OUT OF OR RELATED TO THIS AGREEMENT IS LIMITED TO TEN (10) US DOLLARS.. THIS LIMITATION WILL APPLY EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THE LIABILITY EXCEEDING THE AMOUNT AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

## 10. TERM AND TERMINATION

10.1. The term of this Agreement will commence upon acceptance of this Agreement by Licensee as set forth in the preamble above, and will continue for each Product through the end of the applicable subscription period specified in the respective Subscription Confirmation. This Agreement can be renewed under the terms set forth in Section 6 of this Agreement with respect to a Product for a successive Toolbox Subscription term, unless terminated as set forth herein.

10.2. You may terminate this Agreement at any time by cancelling the subscription for one or more Products via Your JetBrains Account. If such termination occurs during a then-current subscription period, this Agreement will continue to be effective until the end of that subscription period.

10.3. JetBrains may terminate this agreement if:

- (A) Licensee has materially breached this Agreement and fails to cure such breach within thirty (30) days of written notice thereof;
- (B) JetBrains is required to do so by law (for example, where the provision of the JetBrains Toolbox to Licensee is, or becomes, unlawful); or
- (C) JetBrains elect to discontinue to provide JetBrains Toolbox, in whole or in part.

JetBrains will make reasonable effort to notify Licensee via an email as follows:

- (A) Thirty (30) days prior to termination of the Agreement in the events specified in Clauses 10.3(B) and 10.3(C) above;

## 11. EXPORT REGULATIONS

Licensee shall comply with all applicable laws and regulations with regards to: economic sanctions; export controls; import regulations; and trade embargoes (“Sanctions”), including those of the European Union and United States (specifically the Export Administration Regulations (EAR)). Licensee acknowledges that it is not a person targeted by Sanctions nor is it otherwise owned or controlled by or acting on behalf of any person targeted by Sanctions. Further, Licensee acknowledges that it will not download or otherwise export or re-export JetBrains Toolbox or any related technical data directly or indirectly to any person targeted by Sanctions or download or otherwise use JetBrains Toolbox for any end-use prohibited or restricted by Sanctions.

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12.4. Severability. If a particular term is not enforceable, the unenforceability of that term will not affect any other terms.

12.5. Headings. Headings and titles are for convenience only and do not affect the interpretation of this Agreement.

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

12.7. Governing Law. This Agreement will be governed by the laws of Czech Republic, without regard to conflict of laws principles. Licensee agrees that any litigation relating to this Agreement may only be brought in, and will be subject to the jurisdiction of, any relevant competent court of Czech Republic.

12.8. You declare that You have had sufficient opportunity to review this Agreement, understand the content of all of its clauses, negotiate its terms and seek independent professional legal advice in that respect before entering into it. Consequently, any statutory “form contracts” (“adhesion contracts”) regulations shall not be applicable to this Agreement.

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For exceptions or modifications to this Agreement, please contact JetBrains at:

Address: Na hřebenech II 1718/10, Prague, 14700, Czech Republic

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