JETBRAINS USER AGREEMENT

Version 1.3, effective as of April 20th, 2021

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 THE JETBRAINS SOFTWARE, SUPPORT, OR PRODUCTS, YOU ARE BECOMING A PARTY TO THIS AGREEMENT, YOU DECLARE YOU HAVE THE LEGAL CAPACITY TO ENTER INTO SUCH AGREEMENT, AND YOU ARE CONSENTING TO BE BOUND BY ALL THE TERMS AND CONDITIONS SET FORTH BELOW.

1. PARTIES

1.1. "JetBrains" or "We" means JetBrains s.r.o., having its principal place of business at Na Hrebenech II 1718/10, 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.

1.2. "User" or "You" means the individual given the right to use a Product in accordance with this Agreement. For the avoidance of doubt, User is a natural person and not a corporation, company, partnership or association, or other entity or organization.

1.3. "Product Holder" means the sole proprietor or legal entity specified in the Subscription Confirmation. For legal entities, "Product Holder" includes any entity which controls, is controlled by, or is under common control with Product Holder. For the purposes of this definition, "control" means (i) the power, directly or indirectly, to direct or manage such entity, whether by contract or otherwise, or (ii) ownership of fifty percent (50%) or more of the outstanding shares or beneficial ownership of such entity.

2. DEFINITIONS

2.1. "Agreement" means this JetBrains User Agreement covering use of the Product by individual Users.

2.2. "Product" means any generally available JetBrains software product identified by JetBrains as an individual developer tool, including software plugins, irrespective of whether any such software (i) may or may not be covered by Toolbox Subscription or (ii) is or is not provided perpetually and/or for free. For the avoidance of doubt, the Product is not produced to the specifications of the User nor customized through modification or personalization, and is intended for mass distribution.

2.3. "Client" means a computer device used by User for running Product(s).

2.4. "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.

2.5. "Bug Fix Update" for a particular Product Version means a software update or release that is specifically identified by JetBrains as an update or release for the purposes of fixing software bugs in that Product Version.

2.6. "Fallback Date" means the date that was 12 months prior to the date of expiration of a Toolbox Subscription.

2.7. "Fallback Version" means the most recent Product Version that JetBrains had made available prior to the Fallback Date, along with any Bug Fix Updates for that Product Version. For the purpose of clarity, the "Fallback Version" does not include any Product updates or upgrades (other than Bug Fix Updates) that User may have used in the period between the Fallback Date and the date of expiration of User's Toolbox Subscription.

2.8. "JetBrains Account" or "JBA" means an account at https://account.jetbrains.com created by User, having a unique name and password, through which User has access to Products in accordance with a Toolbox Subscription.

2.9. "JetBrains Website" means any website that is the property of JetBrains, including but not limited to everything hosted under the top-level domains jetbrains.com, jetbrains.net, jetbrains.org, jetbrains.ru, jetbrains.team, intellij.net, kotl.in, and kotlinlang.org.

2.10. “Redistributable Product” means an independent module of the Product or the Product as a whole designed to be redistributed and designated by JetBrains as “Redistributable” in its name or in its official description.

2.11 “Toolbox Subscription” is a specification which may or may not accompany a Product, and which describes the subscription term, Products provided to Product Holder, subscription fees, and payment schedules issued to Product Holder. Toolbox Subscription does not apply to Redistributable Products.

2.12. “Subscription Confirmation” means an email confirming Product Holder’s rights to access and use Products (excl. Redistributable Products), including Toolbox Subscription plans, and the number of authorized Users.

2.13. “Privacy Policy” means the JetBrains Privacy Policy available at https://www.jetbrains.com/legal/docs/privacy/privacy.html, which may be updated from time to time.

2.14. “Personal Data” means any information relating to an identified or identifiable natural person.

3. GRANT OF RIGHTS

3.1. Unless the Toolbox Subscription has expired or this Agreement is terminated in accordance with Section 13, and subject to the terms and conditions specified herein, JetBrains grants You a non-exclusive and non-transferable right to use each Product covered by the Toolbox Subscription as follows:

(A) You may:

(i) Use any version of the Product(s) covered by the Toolbox Subscription on any number of Clients and on any operating system supported by the Product(s); and

(ii) Make one backup copy of the Product(s) solely for archival/security backup purposes.

(B) You may not:

(i) Rent, lease, reproduce, modify, adapt, create derivative works of, distribute, sell, or transfer the Product(s);

(ii) Provide access to the Product(s) or Your JetBrains Account or right to use the Product(s) to a third party;

(iii) Reverse-engineer, decompile, disassemble, modify, translate, or make any attempt to discover the source code of, the Product(s); or

(iv) Remove or obscure any proprietary or other notices contained in the Product(s).

3.2. Unless this Agreement is terminated in accordance with Section 13, and subject to the terms and conditions specified herein, JetBrains grants You a non-exclusive and non-transferable right to use each Product not covered by the Toolbox Subscription as follows:

(A) You may:

(i) Use any version of the Product not covered by the Toolbox Subscription on any number of Clients and on any operating system supported by the Product; and

(ii) Make one backup copy of the Product solely for archival/security backup purposes.

(B) You may not:

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

(ii) Provide access to the Product or Your JetBrains Account or right to use the Product to a third party;

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

(iv) Remove or obscure any proprietary or other notices contained in the Product.

3.3. Following the expiration of this Agreement, you may be granted access to the Fallback Version of a Product covered by the Toolbox Subscription of the Product Holder. In that case, the rights stipulated in Section 3.1(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 Toolbox Subscription. The limitations set forth in Section 3.1(B) of this

Agreement apply to the usage of the Fallback Version, as shall Section 13.5. The rights granted in this Section 3.3 are expressly contingent upon User not being in breach of this Agreement.

3.4. This Agreement covers Products not covered by the Toolbox Subscription only if such Products are not covered by their own specific agreements or terms of use.

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 3.1-3.4:

(A) You may:

(i) use the Redistributable Product without quantitative restrictions unless specified otherwise in the terms relating to the use of the particular Redistributable Product;

(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 as such;

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

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

4. DECOMPILING RESTRICTIONS

Some of the Products may include decompiling functionality that enables reproducing source code from the original binary code. You acknowledge that binary code and source code may be protected by copyright and trademark laws. Before using such Products for decompilation purposes, You hereby agree to make sure that decompilation of binary code is not prohibited by the applicable license agreement or that You have obtained permission to decompile the binary code from the copyright owner. Using the Products is entirely optional. JetBrains neither encourages nor condones the use of the Products for decompiling purposes, and disclaims any liability for their use by User in violation of applicable laws.

5. RELATED TERMS

Due to the nature of the Products provided, usage of the Products is governed by this Agreement, the JetBrains Website Terms of Use, and the Purchase Terms.

6. ACCESS TO PRODUCTS

6.1. Users may use the JBA in accordance with its documentation. Product Holder and its Users are solely responsible for the accuracy and completeness of any information provided via and any action taken through the JBA.

6.2. You may use Your JetBrains Account credentials in the Product(s) so that We can verify Your rights to use the Product(s) online.

6.3. Alternatively, You may use an offline activation code that You can download in Your JetBrains Account. If you use this option, it is Your responsibility to download a new activation code and apply it to the Product registration screen every time you make changes to a Toolbox Subscription or whenever a Toolbox Subscription is renewed.

6.4. You acknowledge that the Product(s) may periodically connect to JetBrains servers to update this information, including changes to JetBrains Account credentials, offline activation codes, Toolbox Subscription plans, and payments made.

6.5. All deliveries under this Agreement will be electronic. You must have an Internet connection in order to access Your JetBrains Account and to receive any deliveries. For the avoidance of doubt, You are responsible for Product download and installation.

7. PERSONAL DATA

7.1. In connection with Your use of Product(s), We and our associated companies will process Personal Data of You as a User and the Product Holder (if appropriate), in particular, Your contact and identification details, data about usage of our software and services, and information about Your subscription and payments, for the following purposes:

7.1.1. To provide You with software, services or information;

7.1.2. To protect Us from piracy and unlawful use of Our software or services;

7.1.3. To improve Our offerings based on usage;

7.1.4. For Our internal records and to protect Our rights and interests and those of other users;

7.1.5. To promote and market Our software and services; and

7.1.6. To fulfil legal duties stipulated by accounting, taxation, and other laws.

You may object to the processing of Your Personal Data for the purposes of 7.1.2 through 7.1.5 at any time. More detailed information about Personal Data processing for the above mentioned purposes and about Your rights can be found in the Privacy Policy.

7.2. For the above purposes, JetBrains may collect, among other things, your IP address, JetBrains Account username, JetBrains Account password, first name, last name, email address, and subscription information.

7.3. On installation and execution, the Product may send JetBrains certain information, which will not contain any Personal Data, including Product version, Product edition, and information about the operating system and/or environment where the Product is installed, applicable to tools such as ReSharper™, which is a plugin to Visual Studio™. A unique ID, which does not contain any Personal Data, is also used to distinguish instances. The Product can also check for available updates, as well as available updates for plugins or components. In addition, it can check for subscription validation, by either using the subscription key or your JetBrains Account details. Some Products can also use subscription information to inform you of the availability of applicable updates.

7.4. If you opt in to anonymous data collection through the Product, the Product may electronically send anonymous information to JetBrains related to your usage of the Product features. This information may include, but is not limited to, frameworks, file templates being used in the IDEs, actions invoked, and other interactions with Product features. This information will contain neither source code nor your Personal Data, nor information about your JetBrains Account or subscription information.

7.5. JetBrains is not responsible for any processing of Personal Data accidentally sent to JetBrains by the User.

7.6. You shall keep your Personal Data up-to-date, update the information, or if any inconsistencies arise report such inconsistencies to JetBrains.

8. FEEDBACK

You have no obligation to provide Us with ideas, suggestions, or proposals (“Feedback”). However, if You submit Feedback to us, then You grant Us a non-exclusive, worldwide, royalty-free license that is sub-licensable 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.

9. THIRD-PARTY SOFTWARE

9.1. 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 Product documentation. All Third-Party Software is provided to You under the respective terms stipulated in the Product documentation.

9.2. JETBRAINS PROVIDES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY THIRD-PARTY SOFTWARE, AND EXPRESSLY DISCLAIMS ANY WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

10. TOOLBOX SUBSCRIPTION TRIAL

10.1. Subject to the terms of this Agreement, User is granted a one-time right to install and use a Product covered by the Toolbox Subscription for evaluation purposes without charge for a period of thirty (30) days from the date of such Product installation, unless otherwise specified (the "Evaluation Period"). User's use of a Product during the Evaluation Period shall be limited to the evaluation of the Product for the sole purpose of determining whether the Product meets User's requirements and whether User desires to continue using the Product.

10.2. User may withdraw from using a Product at User's sole discretion anytime before expiration of the Evaluation Period. Upon expiration of the Evaluation Period, User's right to continue to use the Product will terminate, unless User purchases a Toolbox Subscription to the Product. Each Product contains a feature that will automatically disable the Product upon expiration of the Evaluation Period.

10.3. Limitations contained in this Section 10 do not apply to the use of Redistributable Products, which may be used for the term of this Agreement.

11. WARRANTY LIMITATIONS

11.1 ALL PRODUCTS ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE PRODUCTS IS AT YOUR OWN RISK.

11.2 JETBRAINS MAKES NO WARRANTY AS TO THE PRODUCTS' USE OR PERFORMANCE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, JETBRAINS (OR ITS AFFILIATES, SHAREHOLDERS, AGENTS, DIRECTORS, AND EMPLOYEES), ITS LICENSORS, SUPPLIERS (WHICH SHALL INCLUDE 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.

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 YOUR 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.

11.3 ANY CONTENT OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE PRODUCTS ARE DOWNLOADED AT YOUR OWN RISK; YOU AGREE YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD.

11.4 YOU MAY HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION. THIS DOCUMENT IS NOT INTENDED TO ABROGATE SUCH RIGHTS.

12. DISCLAIMER OF DAMAGES

12.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE JETBRAINS PARTIES BE LIABLE TO YOU, YOUR 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 YOUR 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 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 YOUR USE OF OR ACCESS TO THE PRODUCTS OR SUPPORT. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

12.2. THE JETBRAINS PARTIES' TOTAL LIABILITY IN ANY MATTER ARISING OUT OF OR IN RELATION TO THIS AGREEMENT IS LIMITED TO FIVE (5) US DOLLARS. 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.

13. TERM AND TERMINATION

13.1. The term of this Agreement will commence upon the acceptance of this Agreement by User as set forth in the preamble above, and will continue for each Product covered by a Toolbox Subscription through the end of the applicable subscription period specified in the respective Subscription Confirmation, or indefinitely for Products not covered by a Toolbox Subscription, or in the case of Redistributable Products until terminated by either User or JetBrains.

13.2. You may terminate this Agreement at any time 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. In the case of Redistributable Products, User may terminate this Agreement with immediate effect by notifying JetBrains of such termination, discontinuing use of the Redistributable Product and deleting all copies of the Redistributable Product from its Clients and archives.

13.3. JetBrains may terminate this agreement if:

(A) User 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 Products to User is, or becomes, unlawful); or

(C) JetBrains elects to discontinue providing Product(s), in whole or in part.

13.4. JetBrains will make reasonable efforts to notify User via email as follows:

(A) Thirty (30) days prior to termination of the Agreement in the event specified in Section 13.3(C) above.

(B) Three (3) days prior to termination of the Agreement in the event specified in Section 13.3(B).

13.5. Upon expiration or termination of this Agreement by User under Section 13.2, and if User elects to use the Fallback Version subject to Section 3.3 of the Agreement, Sections 3.3, 8, 9, 11 and 12 of this Agreement will survive.

14. TEMPORARY SUSPENSION FOR NON-PAYMENT

14.1. JetBrains reserves the right to suspend User's access to JetBrains Products if Product Holder fails to pay its subscription, where applicable.

14.2. If JetBrains suspends User's access to JetBrains Products for non-payment according to Section 14.1., Product Holder must pay all past due amounts in order to restore its and its Users' access to JetBrains Products.

15. EXPORT REGULATIONS

User shall comply with all applicable laws and regulations with regards to economic sanctions, export controls, import regulations, and trade embargoes (all herein referred to as "Sanctions"), including those of the European Union and United States (specifically the Export Administration Regulations (EAR)). User declares 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, User warrants that it will not download or otherwise export or re-export the JetBrains Toolbox or any related technical data directly or indirectly to any person targeted by Sanctions or download or otherwise use the JetBrains Toolbox for any end-use prohibited or restricted by Sanctions.

16. GENERAL

16.1. Entire Agreement. This Agreement, together with the JetBrains Website Agreement, the Purchase Terms, and the Privacy Policy, constitutes the entire agreement between the parties concerning its subject matter and supersedes any prior agreements between You and JetBrains regarding Your use of the Products. No purchase order, other ordering document or any handwritten or typewritten text which purports to modify or supplement the printed text of this Agreement or any schedule will add to or vary the terms of this Agreement unless signed by both User and JetBrains.

16.2. Reservation of Rights. JetBrains reserves the right at any time to cease the provision of Products and to alter prices, features, specifications, capabilities, functions, terms of use, release dates, general availability, or other characteristics of Products.

16.3. Changes to this Agreement. We may update or modify this Agreement from time to time, including any referenced policies and other documents. If a revision meaningfully reduces Your rights, We will use reasonable efforts to notify You (for example, by contacting You at the email address You have provided to us, by posting on JetBrains Website, or via the Product itself). If We modify this Agreement, the modified version of the Agreement will be effective from the start of the next Toolbox Subscription term. In this case, if You object to the updated Agreement terms, as Your exclusive remedy, You may terminate this agreement. You may be required to click through the updated Agreement to show Your acceptance. For the avoidance of doubt, any Subscription Confirmation is subject to the version of the Agreement in effect on the Subscription Confirmation date.

16.4. 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.

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

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

16.7. Governing Law. This Agreement will be governed by the laws of the Czech Republic, without regard to conflict of laws principles. User agrees that any litigation relating to this Agreement may only be brought in, and will be subject to the jurisdiction of, any competent court of the Czech Republic. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

16.8. 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 contract" ("adhesion contract") regulations shall not be applicable to this Agreement.

16.9. The parties to this Agreement undertake to make their best efforts to settle any disputes arising hereunder ("Dispute") amicably. Should the parties to this Agreement fail to settle a Dispute amicably, User has the right to submit a Dispute for an out-of-court resolution to the Czech Trade Inspection Authority.

16.10. Notice. JetBrains may deliver any notice to User via electronic mail to an email address provided by User, JetBrains Account, registered mail, personal delivery, or a renowned 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 User via email, (ii) upon being uploaded to Your JetBrains Account (irrespective of when User actually receives it), (iii) upon personal delivery, (iv) one (1) day after deposit with an express courier, (v) or five (5) days after deposit in the mail, whichever occurs first.

16.11. Children and minors. If You are under 18 years old, then by entering into this Agreement you explicitly stipulate, that (i) You have legal capacity to conclude this Agreement or that you have valid consent from a parent or legal guardian to do so and (ii) You understand JetBrains Privacy Policy. You may not enter into this Agreement if you are under 13 years old. IF YOU DO NOT UNDERSTAND THIS SECTION, DO NOT UNDERSTAND THE JETBRAINS PRIVACY POLICY, OR DO NOT KNOW WHETHER YOU HAVE THE LEGAL CAPACITY TO ACCEPT THESE TERMS, PLEASE ASK YOUR PARENT OR LEGAL GUARDIAN FOR HELP.

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

Address: Na Hrebenech II 1718/10, Prague, 14000, Czech Republic

Fax: +420 241 722 540

Email: legal@jetbrains.com