JETBRAINS RIDERFLOW USER AGREEMENT

Version 1.2, effective as of July 3, 2024

IMPORTANT! READ CAREFULLY:

THIS IS A LEGAL AGREEMENT. BY CLICKING ON 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 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.

1. PARTIES

1.1. "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.

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.

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 JetBrains RiderFlow User Agreement covering use of the Product by individual Users.

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. "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.

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

2.6. "Personal Data" means any information relating to an identified or identifiable natural person.

2.7. "Privacy Notice" means the JetBrains Privacy Notice available at https://www.jetbrains.com/legal/docs/privacy/privacy.html, which may be updated from time to time.

2.8. "Product" means JetBrains RiderFlow. JetBrains does not develop Products according to Customer's specifications, nor are Products customized through modification or personalization.

2.9. "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.

3. GRANT OF RIGHTS

3.1. If you comply with the terms of this Agreement, JetBrains grants you the rights set out in this Section 3 to the extent necessary to enable you to effectively use the Product. All other rights remain reserved by JetBrains.

3.2. Unless this Agreement is terminated in accordance with Section 11, and subject to the terms and conditions specified in this Agreement, JetBrains grants you the non-exclusive and non-transferable right to use the Product as stipulated below:

(A) You may:

(i) install and use any version of the Product 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) You may not:

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

(ii) provide a third party with access to the Product, or the right to use the Product;

(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. JetBrains has and retains all rights, title, and interest, including all intellectual property rights, in and to the Product, any and all related or underlying technology, and any modifications or derivative works of the Product, including without limitation as they may incorporate Feedback (as defined below).

4. DECOMPILING RESTRICTIONS

The Product may include decompiling functionality that enables reproduction of source code from 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 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. Use of the Products is entirely optional. JetBrains disclaims any liability for use of the Product by User in connection with decompilation or in violation of applicable laws.

5. ACCESS TO PRODUCTS

5.1. All deliveries under this Agreement will be electronic. You must have an Internet connection in order to access your Product and receive any deliveries. You are responsible for downloading and installing the Products.

6. PERSONAL DATA

6.1. In connection with your use of the Product, we and our associated companies will process Personal Data of you as a User, in particular, your contact and identification details, data about usage of our software and services for the following purposes:

6.1.1. To provide you with software, services or information;

6.1.2. To protect us from piracy and unlawful use of our software or services;

6.1.3. To improve our offerings based on usage;

6.1.4. For our internal records and to protect our rights and interests and those of other users;

6.1.5. To promote and market our software and services; and

6.1.6. 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 6.1.2 through 6.1.5 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 Notice.

6.2. For the above purposes, JetBrains may collect, among other things, your IP address, first name, last name and email address.

6.3. 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.

6.4. 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.

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

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

7. 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.

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 the 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 you under the respective terms stipulated in the Product documentation.

9. WARRANTY LIMITATIONS

9.1. THEPRODUCT IS PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE PRODUCT IS AT YOUR OWN RISK.

9.2. 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 PRODUCT AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES.

9.3. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, JETBRAINS PARTIES DO NOT REPRESENT OR WARRANT 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) 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.

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

9.5. YOU 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.

10. DISCLAIMER OF DAMAGES

10.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL 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 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 YOUR USE OF OR ACCESS TO THE PRODUCT OR SUPPORT. THIS LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

10.2. 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) TEN (10) US DOLLARS OR (B) THE AGGREGATE AMOUNT PAID OR PAYABLE BY PRODUCT HOLDER OR USER DURING THE THREE-MONTH PERIOD PRECEDING THE EVENT, FOR THE PRODUCT 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.

11. TERM AND TERMINATION

11.1. The term of this Agreement will commence upon acceptance of this Agreement by User as set forth in the preamble above, and it will continue until terminated.

11.2. You may terminate this Agreement at any time.

11.3. JetBrains may terminate this Agreement if:

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

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

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

11.4. JetBrains will make reasonable efforts to notify User via its Product website as follows:

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

(B) Three (3) days prior to termination of the Agreement in the event specified in Section 13.1(B).

11.5. Survival. Upon the expiration or termination of this Agreement, Sections 6,7, 910 and 14 of this Agreement survive. Upon the expiration or termination of this Agreement by User under Section 11.2.

12. TEMPORARY SUSPENSION

12.1. JetBrains reserves the right to suspend User's access to the Product if Your use of Product is in violation of this Agreement or disrupts or imminently threatens the security, integrity, or availability of a Product.

13. EXPORT REGULATIONS

13.1. User 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. User 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. User 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.

13.2. User 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.

14. GENERAL

14.1. Entire Agreement. The following documents are part of ('incorporated into') this Agreement: the JetBrains Privacy Notice, available at https://www.jetbrains.com/legal/docs/privacy/privacy.html, the Data Processing Addendum (if applicable) at https://www.jetbrains.com/legal/dpa. 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, Product Holder terms, or other document that purports to modify or supplement this Agreement will vary the terms of this Agreement unless signed by User and JetBrains.

14.2. 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.

14.3. 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; or

(ii) by sending the updated version to your email address.

(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 this Agreement any time up to 30 days after the effective date of the updated Agreement.

14.4. 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.

14.5. 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.

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

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

14.8. Notice. JetBrains may deliver any notice to User via electronic mail to an email address provided by User, 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 User via email, (ii) upon personal delivery, (iii) one (1) day after deposit with an express courier, or (v) five (5) days after deposit in the mail, whichever occurs first.

14.9. 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").

14.10. 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 (ec.europa.eu/consumers/odr).

14.11. Data Privacy. By accepting this Agreement, User acknowledges that JetBrains will process personal data in accordance with JetBrains' Privacy Notice (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.

14.12. Force Majeure. Neither party to this Agreement 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.

14.13. 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 the JetBrains Privacy Notice. 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 Notice, OR DO NOT KNOW WHETHER YOU HAVE THE LEGAL CAPACITY TO ACCEPT THESE TERMS, PLEASE ASK YOUR PARENT OR LEGAL GUARDIAN FOR HELP.

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