CodeCanvas License Agreement

Version 1.0, effective as of July 2, 2024

Welcome to CodeCanvas!

This CodeCanvas License Agreement constitutes a legally binding document, and it is important that You read it carefully.

You understand that by accepting this CodeCanvas License Agreement (by clicking the "I agree" or a similar button or by accessing or using CodeCanvas), You enter into a legal agreement and agree to certain legal conditions for Yourself or for the legal entity that You represent.

By accepting this CodeCanvas License Agreement, You confirm that You understand it, agree to it, and are at least 13 years of age.

1. Introduction

This CodeCanvas License Agreement ("**Agreement**") describes how You can access, purchase, and use CodeCanvas.

Accepting this Agreement creates a legal agreement between JetBrains s.r.o., a company registered in the Commercial Register of the Prague Municipal Court, Section C, File 86211, ID No. 265 02 275 with its registered office at Na Hřebenech II 1718/8, Prague, 14000, Czech Republic ("**JetBrains**", "**We**", or "**Us**") and You, either a legal entity or a natural person ("**You**").

If You accept this Agreement on behalf of a legal entity, You confirm ('represent and warrant') that You are authorized to enter into agreements on behalf of that legal entity. If this Agreement is accepted using an email address provided by a legal entity, We will regard ('deem') You as authorized to represent that legal entity. You must be able to enter into contracts ('have capacity').

Summary: Accepting this Agreement creates a legal agreement between You and JetBrains. There are legal implications to accepting this Agreement.

2. Definitions

a) Special legal phrases

There are certain phrases that have an accepted meaning for lawyers. To ensure this Agreement is clear and accessible, We have included the accepted 'legal' phrase in parentheses after the word to show that We intend it to have the accepted 'legal' meaning.

b) Definitions

There are also words or phrases in this Agreement that have a particular defined meaning. When the word or phrase is used for the first time, it is defined and capitalized. This Agreement also uses the following definitions:

"**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 that 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. You are responsible for the compliance of Your Affiliates with this Agreement.

"**Confirmation**" means an email confirming Your rights to use CodeCanvas and containing important information about Your Subscription Plan, such as ('including, but not limited to') the Subscription Period and the price of Your Subscription.

"**Data**" means any of Your data that is transferred to, stored in, processed by, or otherwise used in CodeCanvas.

"**Documentation**" means the latest versions of all online CodeCanvas technical documentation available at https://www.jetbrains.com/help/codecanvas/introduction.html and any other relevant CodeCanvas policy available on the JetBrains Website.

"**JetBrains Account**" means an account created by You at https://account.jetbrains.com.

"**JetBrains Website**" means the CodeCanvas product website at https://www.jetbrains.com/codecanvas/ and any other website operated by Us.

"**CodeCanvas**" means the JetBrains product offering known as "CodeCanvas", which is offered as self-hosted software and includes (a) all downloadable parts of CodeCanvas that are provided by JetBrains in binary form, (b) the Documentation, (c) updates to CodeCanvas, and (d) incorporated Third-Party Software.

"**Subscription**" means Your right to use CodeCanvas in connection with features corresponding to Your Subscription Plan.

"**Subscription Period**" means the Subscription period described in Your Confirmation.

"**Subscription Plan**" means a subscription plan detailed in Your Confirmation and the specific features associated with it, as described on the JetBrains Website and/or in the Documentation. If the description of Your Subscription Plan in Your Confirmation is different from the description on the JetBrains Website or in the Documentation, the description in Your Confirmation takes precedence.

"**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.

"**User**" means any unique individual that is authorized by You to use Your Subscription.

Summary: ***Words starting with capital letters have special meanings. These are defined in this section or wherever they are used for the first time in this Agreement*** .

3. Subscription, Rights and Responsibilities

a) Subscription

i) *Subscription Plan* – If You want to use CodeCanvas, You must have either a monthly or an annual Subscription. Your Subscription gives You and any of Your Affiliates authorized by You a limited right to use CodeCanvas during the Subscription Period with the number of Users included in the purchased Subscription. If You download CodeCanvas without a Subscription or if Your Subscription expires, You will only have a limited, worldwide, non-exclusive, royalty-free, non-transferable license during the term of this Agreement to install and use CodeCanvas for the number of admin users described in the Documentation to perform certain administrative tasks.

ii) *Trial Subscription* – You may be eligible for an evaluation Subscription ("**Trial Subscription**") as described in the Documentation or on the JetBrains Website. The Trial Subscription is free and must be used only to assess whether CodeCanvas suits Your needs. You are eligible for one Trial Subscription. When the Trial Subscription ends, You will have the option to continue with a paid Subscription, use the free license, or stop using CodeCanvas. You can end the Trial Subscription at any time.

Summary: ***Please pay attention to the number of Users for which You can use CodeCanvas and the fact that its use with an increased number of Users is possible only if You have an active Subscription.***

b) Your responsibilities

You are responsible for:

i) *Users* – registering Your Users in Your CodeCanvas instance and making sure that they do not breach this Agreement and that their use of CodeCanvas is rightful. If You become aware that a User is breaching this Agreement, You must immediately revoke that User's right to use Your CodeCanvas instance;

ii) *Permitted use* – configuring and using CodeCanvas according to this Agreement, the Documentation, and Your Subscription Plan;

iii) *Your account* – registering in Your JetBrains Account or on the JetBrains Website to use CodeCanvas and providing JetBrains with a verifiable legal name by which to identify You, as well as a valid email address and other information required on the registration form;

iv) *Confidentiality and security* – keeping Your usernames, passwords, and access tokens confidential and secure, and making sure that Your Users do the same;

v) *Equipment* – having any hardware and software needed to run CodeCanvas, as well as a suitable internet connection in order to access Your JetBrains Account and to receive any deliverables;

vi) *Settings* – maintaining the default settings We provided or the settings recommended in the Documentation; and

vii) *Compliance with laws* – ensuring that You and Your Users use CodeCanvas according to all applicable laws and governmental regulations.

c) Restrictions

You must not, and You must make sure Your Users do not:

i) *Interfere* – reverse-engineer, disassemble, or decompile CodeCanvas or try to derive the source code of CodeCanvas in any way, unless applicable law allows it;

ii) *Steal* – modify, alter, tamper with, repair, or otherwise create derivative works of CodeCanvas, unless We give You express permission;

iii) *Cheat* – use, or try to use, CodeCanvas in a way that avoids incurring fees as specified in Section 6;

iv) *Hack* – utilize any procedures or tools to bypass CodeCanvas security, or utilize or allow CodeCanvas to be utilized for the purpose of hacking, tunneling, or otherwise gaining unauthorized access to any computer or system;

v) *Facilitate unauthorized access* – allow unauthorized access to CodeCanvas;

vi) *Resell or distribute* – resell or otherwise provide CodeCanvas or access to CodeCanvas to any third party, except if We give You express permission.

Summary: ***You can use CodeCanvas according to this Agreement. Do not breach the restrictions outlined above, as they are an important part of this Agreement between You and Us*** .

4. Intellectual Property Rights and Ownership

a) We own CodeCanvas

We own, or have the right to use, all the proprietary and intellectual property rights to CodeCanvas. This includes all CodeCanvas-related trade secrets, copyrights, trademarks, service marks, patents, and other registered or unregistered intellectual property. These are Our rights ('rights are reserved'). The only intellectual property rights that You have in relation to CodeCanvas are those that are necessary in order for You and Your Users to access and use CodeCanvas in accordance with this Agreement and the Documentation.

b) You own Your Data

You keep ownership of all proprietary and intellectual property rights to Your Data. This means that we never own any of Your Data.

c) Feedback

You give Us the right to use, change ('modify'), commercialize, and incorporate into CodeCanvas any of Your ideas, suggestions, recommendations, proposals, or other feedback relating to CodeCanvas. You cannot withdraw this permission after it is given (it is 'irrevocable') and it is perpetual. We are not required to pay a fee for this feedback (it is 'royalty-free'), and We can transfer and give similar rights ('sublicense') to Your feedback to anyone else worldwide.

d) Third-Party Software

You understand that CodeCanvas integrates Third-Party Software and that by using CodeCanvas You might be using 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, which are available here: https://www.jetbrains.com/legal/third-party-software/. Nothing in this Agreement limits Your right to use Third-Party Software under those applicable terms and conditions.

Summary: ***We own CodeCanvas and all intellectual property relating to CodeCanvas, excluding any integrated Third-Party Software as listed on the JetBrains Website. Any Data created by You remains Yours. When You share feedback with Us, We are allowed to use it*** .

5. Access and Your Data

If You use CodeCanvas, We do not see or have access to Your Data. Depending on the nature of Your Data and the specific CodeCanvas settings that You are using, Your Data may be accessed by and visible to other Users. It is Your responsibility to select and set the appropriate level of access to Your Data, as described in the Documentation.

6. Fees and Payments

a) Subscription fees

If You select a paid Subscription, You agree to pay Subscription fees based on the pricing described on the JetBrains Website and in this Agreement, and We will charge You in accordance with this Section.

b) Subscription billing

At the beginning of Your Subscription Period, You will be charged the Subscription fee for each User purchased in Your Subscription.

c) Purchase of additional Users

You can purchase an extension of Your Subscription for additional Users. In that case, the Subscription fee for these additional Users will be calculated on the basis of the remaining Subscription Period. Please contact JetBrains Sales to extend Your Subscription.

d) Payments

i) *Payment terms* – Unless We agreed to specific payment or billing terms in this Agreement, fees according to this Agreement must be paid by You in accordance with the JetBrains Terms and Conditions of Purchase (available at www.jetbrains.com/legal/docs/store/terms/).

ii) *Set-off* – You cannot deduct or set off any amount from the fees that You have to pay Us, even if We owe You an amount or You believe We owe You an amount ('counterclaim').

iii) *Taxes* – All Subscription fees, and other amounts relating to CodeCanvas, exclude any and all applicable taxes and similar fees (except taxes based solely on Our income) now in force or that may be imposed in the future on the

provision of CodeCanvas. You are responsible for all taxes, levies, and duties, such as value-added tax ('VAT'), sales tax, and withholding tax, that apply in Your country. You have to pay these in addition to the fees payable to Us.

f) Resolution of late payments

To continue using CodeCanvas without interruption, You must make sure that You pay all the relevant fees on time. If You do not, We can:

i) limit Your Users' access to CodeCanvas or any of its features; or

ii) suspend Your access to CodeCanvas or end this Agreement (see the 'Temporary Suspension' and 'Term and Termination' Sections).

You will reimburse Us for any additional costs that We incur in collecting late payments or that result from a breach of this Section. There will be no refunds of prepaid services in the event of termination or suspension, and We can charge You during the suspension period.

Summary: You must pay Your Subscription fees based on the number of Users for which You want to be entitled to use CodeCanvas. If You need CodeCanvas for more Users, You can contact Us to purchase more. Payments are subject to the JetBrains Terms and Conditions of Purchase.

7. Support

Your Subscription includes the support outlined on the JetBrains Website ("**Support**"). You can request Support by submitting a Support ticket. We will try to respond to Your request in a reasonable period of time. You understand that We will handle Support requests in the manner We deem best ('in JetBrains' sole discretion'), including by choosing to remain inactive.

8. IMPORTANT – YOUR RISK AND OUR DISCLAIMERS

(RISK) CODECANVAS AND ANY CODECANVAS SUPPORT IS PROVIDED ON AN 'AS IS' AND 'AS AVAILABLE' BASIS. YOU ACCESS AND USE CODECANVAS AT YOUR OWN RISK.

(WARRANTIES & REPRESENTATIONS) EXCEPT AS EXPRESSLY SET OUT IN THIS AGREEMENT, WE MAKE NO REPRESENTATIONS AND GIVE NO WARRANTIES IN RELATION TO CODECANVAS – EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. THIS INCLUDES WARRANTIES THAT CODECANVAS WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF HARMFUL COMPONENTS, AS WELL AS WARRANTIES THAT YOUR DATA WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED.

WE ALSO DENY ('DISCLAIM') ALL WARRANTIES. THIS INCLUDES ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

THIS DISCLAIMER DOES NOT APPLY TO REPRESENTATIONS AND WARRANTIES THAT CANNOT BE EXCLUDED BY LAW.

(SECURITY) YOU UNDERSTAND AND AGREE THAT IT IS YOUR RESPONSIBILITY TO ASSESS WHETHER YOUR SYSTEM MEETS THE SYSTEM REQUIREMENTS FOR AND IS COMPATIBLE WITH CODECANVAS. YOU ALSO AGREE THAT IT IS YOUR RESPONSIBILITY TO CONFIGURE CODECANVAS IN A SECURE MANNER, AND KEEP IT SO CONFIGURED, CONSISTENT WITH INDUSTRY STANDARDS, ALL OUR RECOMMENDATIONS (IF ANY), AND THE DOCUMENTATION. WE ARE NOT RESPONSIBLE FOR YOUR OR YOUR USERS' ACTIONS, OR FOR OMISSIONS RESULTING FROM THE IMPROPER, INADEQUATE, OR DEFICIENT INITIALIZATION, CONFIGURATION, OR USE OF CODECANVAS.

9. IMPORTANT – LIMITATION OF OUR LIABILITY

(TYPES OF DAMAGES) WE WILL NOT BE LIABLE TO YOU OR ANY OF YOUR USERS FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES. THIS INCLUDES DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR DATA, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(CIRCUMSTANCES OF LOSS) WE WILL NOT BE LIABLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH:

A) YOUR, OR YOUR USERS', INABILITY TO USE CODECANVAS, INCLUDING AS A RESULT OF A SUSPENDED SUBSCRIPTION, OR THE CANCELLATION OF YOUR SUBSCRIPTION OR THIS AGREEMENT;

B) OUR DECISION TO NO LONGER PROVIDE CODECANVAS FOR BUSINESS, ECONOMIC, LEGAL, OR REGULATORY REASONS;

C) YOUR HAVING MADE CODECANVAS AVAILABLE TO YOUR USERS;

D) ANY FAILURE TO PROVIDE SUPPORT;

E) YOUR USE OF CODECANVAS BEING CONTRARY TO OR INCONSISTENT WITH THE DOCUMENTATION;

F) THE COST OF PROVIDING A SUBSTITUTE FOR CODECANVAS;

G) ANY INVESTMENTS, EXPENSES, OR COMMITMENTS THAT YOU OR A USER TAKE ON RELATING TO THIS AGREEMENT OR YOUR ACCESS TO OR USE OF CODECANVAS; OR

H) ANY UNAUTHORIZED ACCESS TO, MODIFICATION OR DELETION OF, DESTRUCTION OF, DAMAGE TO, OR LOSS OF YOUR DATA.

(MAXIMUM LIABILITY) OUR MAXIMUM, OVERALL ('AGGREGATE') LIABILITY RELATING TO THIS AGREEMENT IS LIMITED TO THE GREATER OF ONE HUNDRED (100) US DOLLARS OR THE AMOUNT THAT YOU ACTUALLY PAID TO US FOR CODECANVAS IN THE SIX (6) MONTHS BEFORE YOU CLAIMED THAT WE WERE LIABLE. THE MAXIMUM LIABILITY APPLIES EVEN IF WE WERE ADVISED THAT LIABILITY COULD EXCEED THE MAXIMUM LIABILITY AMOUNT OR EVEN IF THE LEGAL BASIS (I.E. TORT, BREACH OF CONTRACT, EQUITY, OR A SIMILAR BASIS) FOR A REMEDY IS INVALID.

10. Temporary Suspension

We can immediately suspend Your CodeCanvas Subscription if We have a good reason to ('reasonably') believe that:

i) *Failure to pay* – You have not complied with the payment obligations in this Agreement (see Section 6);

ii) *Threats* – Your or Your Users' use of CodeCanvas might adversely impact or pose a security, privacy, or legal risk to CodeCanvas or any of its parts, Us, or another person ('third party');

iii) *Financial distress* – You have stopped operating in the usual course of business, have transferred ('assigned') Your assets for the benefit of creditors or made a similar arrangement, or are undergoing bankruptcy, reorganization, liquidation, dissolution, or a similar proceeding; or

iv) *Breach of Agreement* – You have breached this Agreement or Your use of CodeCanvas is in breach of applicable law.

We will make a reasonable effort to let You know of a suspension. Suspensions are temporary, but if the reasons for suspension are not resolved, We can end this Agreement (see the 'Term and Termination' Section).

11. Term and Termination

a) Term

This Agreement starts ('takes effect') when You click the "I Accept" button or provide similar consent to ('be bound by') this Agreement. This Agreement continues until the end of Your Subscription Period, unless it is ended ('termi-

nated') earlier either by You or Us as described in this Agreement.

b) Termination by You

You can terminate this Agreement if We breach it. This must be done by letting Us know ('give notice') that We have breached this Agreement. If this breach is not resolved within thirty (30) days, this Agreement will end.

If You terminate this Agreement according to this Section, We will provide a refund to You of any prepaid amount for the period that would have been Your Subscription Period after the date this Agreement ended.

c) Termination by Us

We may terminate this Agreement and Your Subscription if:

i) You materially breached this Agreement and failed to remedy the breach within thirty (30) days of written notice;

ii) You fail to make timely payment of Subscription fees in accordance with Section 6 of this Agreement;

iii) We are required to do so by law (for example, where the provision of CodeCanvas to You is, or becomes, unlawful); or

iv) We elect to discontinue providing CodeCanvas, in whole or in part.

We will make a reasonable effort to notify You via email (to the email address of the billing or technical contact provided by You) thirty (30) days prior to termination of this Agreement in the events specified in Sections 11(c)(iii) and 11(c)(iv) above, in which case You will be entitled to a refund of the unused portion of prepaid Subscription fees, if applicable.

In the event of termination for cause specified in Section 11(c)(ii), We will make reasonable efforts to notify You three (3) days prior to termination of this Agreement. When this Agreement is terminated as a consequence of Your breach of this Agreement, no refund is provided.

d) Effect of termination

Upon the expiration or termination of this Agreement, Your Subscription will be terminated and You will have no further rights to use CodeCanvas, but Sections 4(c), 4(d), 6, 8, 9, 12, 14, and 15 of this Agreement will remain in effect.

12. Marketing

If You are a legal entity, You give Us permission to publicly identify You as Our customer and refer to You by name or trade name, display Your name, trade name, logo, and trademarks, and describe Your business in marketing materials, on the JetBrains Website, and in other public documents. You give Us permission to do this, but only for marketing purposes. We can use Your name, trade name, and trademarks. We are not required to pay a fee for this permission (it is 'royalty-free'), and it applies worldwide.

13. Notices

a) Notices by You

If You are required under this Agreement to notify Us ('give notice') of anything, You may do so:

i) by sending an email to legal@jetbrains.com. Any time period starts on the next business day after You send the email;

ii) by courier delivery of a letter marked for the attention of the 'Legal Department' at the physical address published on the JetBrains Website. Any time period starts five (5) business days from when You send the letter; and

iii) by registered post, marked for the attention of the Legal Department at the address displayed on the JetBrains Website. Any time period starts ten (10) business days from when You send the letter.

b) Notices by Us

If We are required under this Agreement to notify You ('give notice') of anything, We may do so:

i) by posting the information on the JetBrains Website. Any time period starts on the day specified on the JetBrains Website;

ii) by sending an email to the email address that Your Confirmation was sent to. Any time period starts on the next business day after We send the email.

It is Your responsibility to check the JetBrains Website for any changes and make sure that Your email address is up to date in Our records.

14. Export Control Laws

You must comply with all applicable laws and regulations relating to export restrictive measures, economic sanctions, export controls, import regulations, and trade embargoes, including those maintained by the European Union and the United States of America ("**Export Control Laws**"). You confirm ('represent and warrant') that You are not an entity, nor are You owned, controlled, or otherwise related to a person or entity, or acting on behalf of any person or entity, that is targeted by Export Control Laws.

This means that You will ensure that CodeCanvas, related services, and/or technical data is not (i) accessed, downloaded, transferred, provided, exported, or re-exported directly or indirectly in violation of Export Control Laws; or (ii) used for any purpose prohibited by Export Control Laws.

You are also expected to report any concerns of non-compliance with these requirements and address any questions to ethics@jetbrains.com, compliance@jetbrains.com, or legal@jetbrains.com. In addition, You are required to cooperate with Us in Our efforts to verify Our and Your compliance with Export Control Laws.

15. General Provisions

a) This Agreement and its Parties

This Agreement and the order accepted by Us 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').

b) Personal Data

Any information directly or indirectly identifying an individual or other data protected under an applicable law as personal data ("**Personal Data**"), that We will process on Your behalf in connection with this Agreement, will be processed in accordance with the Data Processing Addendum at https://www.jetbrains.com/legal/dpa/ which is a part of ('incorporated into') this Agreement. We may also process some of Your Personal Data in connection with this Agreement in our capacity as a data controller in accordance with our Privacy Notice at https://www.jetbrains.com/legal/docs/privacy/privacy/.

c) Governing law and disputes

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 the 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, and the language of the proceedings will be English.

Notwithstanding this, You agree that We will still be allowed to apply (i) for payment orders (or otherwise enforce payment for CodeCanvas provided under this Agreement) in the jurisdiction in which You have Your registered seat or principal place of business, and (ii) for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

d) Force Majeure

We will not be responsible ('liable') for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond Our reasonable control. This includes any 'acts of God', labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, public health emergencies, earthquakes, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

e) Severability

If a court finds that any part of, or word in, this Agreement is not enforceable, that part or word will not affect the enforceability of the rest of this Agreement.

f) Interpretation

Any heading, title, or paragraph summary is only for convenience and does not affect the interpretation of this Agreement. Any instance of an inclusive word, such as 'including', is not comprehensive and refers to other items in that category. References to time or periods of time are determined in reference to Central European Time.

g) Waiver

Any waiver of Our rights under this Agreement must be in writing and signed by Us.

h) Changes to the Agreement and policies

This Agreement can be updated from time to time, to reflect changes in CodeCanvas and how it is offered to You. If this happens, We will update this Agreement on the JetBrains Website and let You know by:

(i) displaying the updated Agreement to You in CodeCanvas;

(ii) displaying the updated Agreement in Your JetBrains Account; or

(iii) sending the updated Agreement to the email address used in Your JetBrains Account.

Any updated Agreement will start ('come into effect') on the date specified in the updated Agreement. By continuing to use CodeCanvas after thirty (30) days from the effective date, You agree to be bound by the modified Agreement.

We respect that You might not agree to the updated Agreement. If that is the case, You can terminate Your Subscription at any time up to thirty (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.

i) Relationship

Your relationship with JetBrains is that of independent parties. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, employment, or any other type of relationship.

j) Contract review

By agreeing to this Agreement, You are confirming to Us that:

i) You have had sufficient opportunity to read, review, and consider this Agreement;

ii) You understand the content of each paragraph of this Agreement; and

iii) You have had sufficient opportunity to seek independent professional legal advice.

This means that, to the extent permitted by applicable law, any statutory provisions relating to so-called 'form' or 'adhesion' contracts do not apply to this Agreement.

k) Reservation of rights

We reserve the right to alter CodeCanvas prices, features, specifications, capabilities, functions, terms of use, release dates, general availability, and other characteristics. We can also alter, limit, or cease to provide CodeCanvas support at any time.

If you have any questions about this Agreement, please contact us at legal@jetbrains.com.