License Agreement for JetBrains ReSharper SDK

Version 1.2, effective as of March 23, 2023

IMPORTANT! READ CAREFULLY: THIS IS A LEGAL AGREEMENT. BY DOWNLOADING, INSTALLING, COPYING, SAVING ON YOUR COMPUTER, OR OTHERWISE USING JETBRAINS SOFTWARE, SERVICES OR PRODUCTS, LICENSEE IS BECOMING A PARTY TO THIS AGREEMENT AND LICENSEE IS CONSENTING TO BE BOUND BY ALL THE TERMS AND CONDITIONS SET FORTH BELOW.

NOTE: This License Agreement forms a legally binding contract between you and JetBrains in relation to your use of the SDK. You can install and use the SDK only in case you are already legally using JetBrains ReSharper Software on your computer.

1. DEFINITIONS

"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 with Commercial Register kept by the Municipal Court of Prague, Section C, file 86211, ID.Nr.: 265 02 275.

"SDK" means the JetBrains ReSharper Software Development Kit and specifically including any associated JetBrains ReSharper software files, documentation, software code or other materials made available by JetBrains and any third-party software programs that are owned and licensed by parties other than JetBrains and that are either integrated with or made part of the SDK (collectively, "Third-Party Software").

2. ACCEPTING THIS LICENSE AGREEMENT

- 2.1 In order to use the SDK, you must first agree to this License Agreement. You may not use the SDK if you do not accept this License Agreement.
- 2.2 You can accept this License Agreement by:
- (a) clicking to accept or agree to this License Agreement, where this option is made available to you; or
- **(b)** by actually using the SDK. In this case, you agree that use of the SDK constitutes acceptance of the Licensing Agreement from that point onwards.
- 2.3 You may not use the SDK and may not accept the Licensing Agreement if you are a person barred from receiving the SDK under the laws of the country in which you are resident or from which you use the SDK.
- 2.4 If you are agreeing to be bound by this License Agreement on behalf of your employer or other entity, you represent and warrant that you have full legal authority to bind your employer or such entity to this License Agreement. If you do not have the requisite authority, you may not accept the Licensing Agreement or use the SDK on behalf of your employer or other entity.

3. SDK LICENSE FROM JETBRAINS

- 3.1 Subject to the terms of this License Agreement, JetBrains grants you a limited, worldwide, royalty-free, non-transferable and non-exclusive license to use the SDK solely to design, develop and test plug-ins to JetBrains Re-Sharper Software.
- 3.2 You agree that JetBrains or third parties own all legal right, title and interest in and to the SDK, including any Intellectual Property Rights that subsist in the SDK. "Intellectual Property Rights" means any and all rights under patent law, copyright law, trade secret law, trademark law, and any and all other proprietary rights. JetBrains reserves all rights not expressly granted to you.
- 3.3 Except to the extent required by applicable third-party licenses, you may not copy (except for backup purposes), modify, adapt, redistribute, decompile, reverse-engineer, disassemble, or create derivative works of the SDK or any part of the SDK.

- 3.4 Use, reproduction and distribution of components of the SDK licensed under an open source software license are governed solely by the terms of that open source software license and not this License Agreement.
- 3.5 You agree that the form and nature of the SDK that JetBrains provides may change without prior notice to you, and that future versions of the SDK may be incompatible with applications developed on previous versions of the SDK.
- 3.6 Nothing in this License Agreement grants you a right to use any of JetBrains' trade names, trademarks, service marks, logos, domain names, or other distinctive brand features.
- 3.7 You agree that you will not remove, obscure, or alter any proprietary rights notices (including copyright and trademark notices) that may be affixed to or contained within the SDK.

4. USE OF THE SDK BY YOU

- 4.1 JetBrains agrees that it obtains no right, title or interest from you (or your licensors) under this License Agreement in or to any software applications that you develop using the SDK, including any intellectual property rights that subsist in those applications.
- 4.2 You agree to use the SDK and write applications only for purposes that are permitted by (a)this License Agreement and (b)any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions (including any laws regarding the export of data or software).
- 4.3 You agree that you will not engage, or permit or encourage any third-party, in any activity with the SDK that would constitute a breach of JetBrains ReSharper Software license terms and conditions.
- 4.4 You agree that you are solely responsible for (and that JetBrains has no responsibility to you or to any third party for) any breach of your obligations under this License Agreement, any applicable third-party contract or terms of service, or any applicable law or regulation, and for the consequences (including any loss or damage which JetBrains or any third party may suffer) of any such breach.

5. THIRD PARTY SOFTWARE LICENSE

- 5.1 Third-Party Software is licensed to you in accordance with any separate license agreement(s) included with the SDK, and subject to any restrictions set forth herein. You agree to abide by the terms and conditions of the Third-Party Software license agreements. JetBrains will have no responsibility with respect to any Third-Party Software, and you will look solely to the licensor(s) of the Third-Party Software for any remedy. JetBrains claims no right in the Third-Party Software, and the same is owned exclusively by the licensor(s) of the Third-Party Software.
- 5.2 JETBRAINS PROVIDES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, WITH RESPECT TO ANY THIRD-PARTY SOFTWARE.

6. TERMINATING THIS LICENSE AGREEMENT

- 6.1 This License Agreement will continue to apply until terminated by either you or JetBrains as set out below.
- 6.2 If you want to terminate this License Agreement, you may do so by ceasing your use of the SDK.
- 6.3 JetBrains may at any time, terminate this License Agreement with you if:
- (a) you have breached any provision of this License Agreement; or
- (b) JetBrains is required to do so by law.
- 6.4 When this License Agreement comes to an end, all of the legal rights, obligations and liabilities that you and JetBrains have benefited from, been subject to (or which have accrued over time whilst this License Agreement has been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation, and the provisions of clause 11 shall continue to apply to such rights, obligations and liabilities indefinitely.

7. DISCLAIMER OF WARRANTIES

7.1 YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SDK IS AT YOUR SOLE RISK AND THAT THE SDK IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND FROM JETBRAINS.

7.2 YOUR USE OF THE SDK AND ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SDK IS AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM SUCH USE.

7.3 JETBRAINS FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

8. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT JETBRAINS, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS SHALL NOT BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU, INCLUDING ANY LOSS OF DATA, WHETHER OR NOT JETBRAINS OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING OUT OF THE USE OF THE SDK.

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.

9. EXPORT REGULATIONS

Licensee agrees and accepts that ReSharper SDK may be subject to import and export laws of any country, including those of the European Union and United States (specifically the Export Administration Regulations (EAR)). Licensee acknowledges that it is not a citizen, national, or resident of, and is not under control of the governments of Cuba, Iran, North Korea, Sudan or Syria and is not otherwise a restricted end-user as defined by applicable export control laws. Further, Licensee acknowledges that it will not download or otherwise export or re-export ReSharper SDK or any related technical data directly or indirectly to the above-mentioned countries or to citizens, nationals, or residents of those countries, or to any other restricted end user or for any restricted end-use.

10. CHANGES TO THE LICENSE AGREEMENT

JetBrains may make changes to the License Agreement as it distributes new versions of the SDK. When these changes are made, JetBrains will make a new version of the License Agreement available on the website where the SDK is made available.

11. GENERAL LEGAL TERMS

11.1 If any court of law having the jurisdiction to decide on this matter rules that any provision of this License Agreement is invalid, then that provision will be removed from this License Agreement without affecting the rest of this License Agreement. The remaining provisions of this License Agreement will continue to be valid and enforceable.

11.2 This License Agreement and your relationship with JetBrains under this License Agreement are governed by laws of Czech Republic. All disputes arising from the present License Agreement and/or in connection with it shall be finally decided with the Arbitration Court attached to the Economic Chamber of the Czech Republic and Agricultural Chamber of the Czech Republic by three arbitrators in accordance with the Rules of that Arbitration Court.

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

Address: Na hřebenech II 1718/8, Prague, 14000, Czech Republic

Fax: +420 241 722 540 E-mail: sales@jetbrains.com