JetBrains Air Platform Terms of Service

Version 3.1, effective as of December 15, 2026

Welcome to JetBrains Air Platform!

These JetBrains Air Platform Terms of Service ("Terms") apply to Your use of JetBrains Air and any other JetBrains services that reference these Terms (collectively, "JetBrains Services"). The Terms constitute a legally binding agreement, and it is important that You read them carefully.

1. Parties

Your acceptance of these Terms (by clicking the "I agree" or a similar button or by accessing and/or using any JetBrains Services) creates a legal agreement between (i) JetBrains s.r.o., a company with its registered office at Na hřebenech II 1718/8, Nusle, 140 00 Prague 4, Czech Republic, Corporate Identification No.: 265 02 275, registered in the Commercial Register maintained by the Municipal Court in Prague, Section C, File No. 86211 ("JetBrains", "We", or "Us"), and (ii) You, a legal entity or a natural person ("You" or "Customer").

If You accept these Terms on behalf of a legal entity, You confirm ('represent and 'warrant') that You are authorized to enter into this agreement on behalf of the legal entity that You represent and that You are legally able ('have capacity') to enter into binding contracts.

If You are an individual, by accepting these Terms You confirm that You are at least 13 years of age.

2. Definitions

a) Special legal phrases

There are certain phrases that have an accepted meaning for lawyers. To ensure these Terms are 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 these Terms that have a particular defined meaning. When the word or phrase is used for the first time, it is defined and capitalized. These Terms also use the following definitions:

"Access Plan" means the applicable plan under which You use JetBrains Services, and the specific features and limits associated with it, as described on the JetBrains Website, in the Documentation, and/or in the Confirmation (if applicable). In the event of any discrepancies, the description of Your Access Plan in Your Confirmation takes precedence over any other sources.

"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. For the avoidance of doubt, with respect to Customers, this definition doesn't apply to Customers who are natural persons. You are responsible for the compliance of Your Affiliate with these Terms.

"Agentic Behavior" means any autonomous or semi-autonomous actions performed by AI Agent on Your local system, cloud environment, remote infrastructure, or any other environment accessible to AI Agent, including but not limited to executing commands, modifying files, changing system configurations, running tests, and interacting with other software or APIs, based on information submitted by You or made available by You to AI Agent.

"AI Agent" means a software program, including one made available through the ACP Registry (https\://agentclientprotocol.com/get-started/registry) or otherwise, that connects to an AI Service and may perform Agentic Behavior.

"AI Credit" means a universal unit that may be redeemed for the use of JetBrains Air Platform and, where applicable, other features and offerings available within the JetBrains Services. AI Credits are neither a currency nor legal tender and are not redeemable outside of JetBrains Services that expressly allow such redemption. AI Credits are non-refundable (unless required by law or these Terms) and non-transferable. In some interfaces, AI Credits may also be referred to as "credits" or "Air credits", however, all these names mean the same units.

"AI Service" means a hosted service provided either by JetBrains ("JetBrains Air Platform") or a third party ("Third-Party AI Service"), which is based on and powered by one or more large language models and which can be connected to other Products.

"Business Customer" means a Customer that is a legal entity or any other organization.

"Confirmation" means an email confirming Your rights to use the purchased JetBrains Services under the applicable paid Access Plan and containing relevant details, including, where applicable, the Subscription Period, the number of Seats, the amount of AI Credits, pricing, and other payment-related information.

"Data" means any of Your data that is transferred to, processed by, or otherwise used in JetBrains Air Platform. Your Data may include the source code processed in the Product with which You are using JetBrains Air Platform, information derived from the source code, and/or usage-related information from Your or Your User's device submitted to JetBrains Air Platform together with the Input or observed after the Outputs are generated by JetBrains Air Platform.

"Documentation" means the latest versions of all online technical and other documentation made available by JetBrains in connection with the JetBrains Services, as well as any other relevant JetBrains policy available on the JetBrains Website that applies to the JetBrains Services.

"Input" means any instruction, source code snippet, text, or other information sent by You and/or Users to an AI Service.

"JetBrains Acceptable Use Policy" means the JetBrains Products Acceptable Use Policy available at https\://www.jetbrains.com/legal/do use-policy.

"JetBrains Account" means an account created at https\://account.jetbrains.com. For Non-Business Customers, a JetBrains Account enables the administration of and/or access to JetBrains Products.

"JetBrains Console" means a cloud-based administrative panel for Business Customers that helps them organize a centralized management of the Products and/or access to Products for their users.

"JetBrains Product" means any product, service or platform that You use based on these Terms and/or a separate agreement with JetBrains.

"JetBrains Website" means the JetBrains website at www.jetbrains.com and any other website operated by Us.

"Non-Business Customer" means a Customer that is a natural person, including a natural person acting as a sole proprietor.

"Output" means the text or other information received as a response to the Input, which is generated by an AI Service.

"Product" means a JetBrains Product and/or any product, service, or platform that You use under a separate agreement with a third party.

"Product Data Collection and Usage Notice" means the Product Data Collection and Usage Notice available at https\://www.jetbrains.com/legal/docs/terms/product_data_collection/.

"Seat" means a designated allocation that represents a unit of authorized usage of Products by the Business Customer. A Seat is assigned to a specific User at a given time and may be reassigned by the Business Customer at any time, in accordance with the Documentation.

"Subscription" means Your right to use the applicable JetBrains Services in accordance with the features and limits of the relevant Access Plan. Unless otherwise required by law or specified in the Terms, Subscription fees are non-

refundable. Subscriptions of Business Customers relate to their use of JetBrains Air Governance and consist of free or paid Seats and the features associated with them, as specified in the respective Access Plan. Subscriptions of Non-Business Customers relate to their use of JetBrains Air Platform with the JetBrains Services or other Products and consist of a fixed quota of AI Credits for each consecutive 30-day period. Unless otherwise provided in the applicable Access Plan, any AI Credits from such quota that remain unused at the end of the respective 30-day period expire and do not carry over.

"Subscription Period" means the period of validity of the Subscription as defined by the applicable Access Plan and specified on the JetBrains Website (or otherwise communicated by JetBrains, including, where applicable, in the Confirmation) at the time of purchase.

"Suggestion" means the source code or other text suggested by JetBrains Air Platform to You or Your Users made independently of any particular Input.

"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 an employee, independent contractor, other individual, authorized by You or otherwise permitted by You to access and use JetBrains Services.

3. Access to and Use of JetBrains Services

Subject to Your compliance with these Terms, We grant You and any Affiliates authorized by You a non-exclusive, revocable, conditional, worldwide right to use the JetBrains Services in accordance with the applicable Access Plan.

For avoidance of any doubt, each of the JetBrains Services represents an independent service, but Your use of each of them will be governed by these Terms.

The availability of JetBrains Services and the conditions of their provision may vary depending on the Customer type. Certain JetBrains Services, or parts or components thereof, may be available only to specific Customer categories (e.g., Business Customers). We reserve the right to extend or limit the availability of JetBrains Services across Customer types at any time without prior notice, unless such notice is required under these Terms or applicable law.

We own, or have the right to use, all the proprietary and intellectual property rights to JetBrains Services. This includes all JetBrains trade secrets, copyrights, trademarks, service marks, patents, other registered or unregistered intellectual property, and system-generated data. System-generated data includes aggregate anonymized data on how JetBrains Services are used, system logs, metadata, registration and login data, and data required to provide support. These are Our rights ('rights are reserved'), and the only rights that You have in relation to JetBrains Services are those that are necessary for You to access and use JetBrains Services in accordance with these Terms and the Documentation.

a) JetBrains Air

"JetBrains Air" is a platform for agent-driven software development, an ecosystem of the JetBrains Products that connects tools, agents, and infrastructure as described in the applicable Documentation available at https\://www.jetbrains.com/help/air/overview.html. JetBrains Air consists of multiple components and surfaces, including its own AI Service – the JetBrains Air Platform, JetBrains Air Teams, JetBrains Air Governance, as well as various plugins, applications, and others described in the Documentation.

Some of these components and/or surfaces, such as CLI tools and plugins, may need to be downloaded and installed separately. We may issue updates to such downloadable components and/or surfaces from time to time. If You install such updates, You understand and agree that they are subject to these Terms.

All JetBrains Air components and surfaces are governed by these Terms, unless You are required to accept a separate agreement for the use of any such components or surfaces.

In addition and where available under Your Access Plan, JetBrains Air may also allow You to run AI Agents, including those provided by third parties, in the cloud using JetBrains infrastructure instead of on Your own device ("Cloud

Sessions") in accordance with and subject to the limits described in the relevant Documentation. The provisions on Agentic Behavior and on retention and backup of Your information apply to such Cloud Sessions.

b) JetBrains Air Platform

"JetBrains Air Platform" is a component of JetBrains Air and constitutes an AI Service. JetBrains Services and other Products may be connected to JetBrains Air Platform, enabling You to use advanced AI-powered features in them, as described on the JetBrains Website and in the applicable Documentation available at https\://www.jetbrains.com/help/ai/.

Your use of JetBrains Air Platform is measured in AI Credits.

JetBrains Air Platform and AI Credits purchased or otherwise obtained by You under these Terms may be used across the Products that support such use in accordance with the relevant Access Plan.

JetBrains Air Platform was formerly known as JetBrains AI. In some interfaces, JetBrains Air Platform may still be referred to as "JetBrains AI"; however, both names refer to the same AI Service.

(i) Ownership of the Inputs and Data. As between You and Us and to the extent permitted by applicable law, You own the Inputs sent to JetBrains Air Platform and Data used therein and keep all proprietary rights, including intellectual property rights, to them. Every time You submit an Input, You confirm that You have the right to submit the Input and the Data and understand that You are doing so at Your own risk and that You are solely responsible for this step and all consequences of its use in JetBrains Air Platform. You also indemnify Us from any liability relating to these Input and Data (see the 'Indemnification' Section).

(ii) Ownership of Suggestions and Outputs. The Suggestions and Outputs generated for You by JetBrains Air Platform will be considered Your Data, and We will not claim any right to, title to, or interest in them. You acknowledge that Suggestions and Outputs are generated as a non-exclusive response to Your work with the Products, so the same or similar Suggestions and Outputs can also be generated for other JetBrains Air Platform customers, based on their inputs or the context of their use of the Products. You also understand that the Suggestions and Outputs are sometimes a result of third-party large language models and as such can be subject to third-party rights, including open-source licenses.

c) JetBrains Air Governance

"JetBrains Air Governance" is a component of JetBrains Air that is available to Customers at https\://console.jetbrains.cloud/ and accessible through the JetBrains Console across all JetBrains Air surfaces. It provides centralized management of JetBrains Air Platform use, visibility into JetBrains Air Platform consumption patterns, the ability to establish policies, and other features described in the Documentation available at: https\://www.jetbrains.com/help/air/overview.html.

JetBrains Air Governance is primarily designed for Business Customers, although certain parts of it may also be available to Non-Business Customers.

d) JetBrains Air Teams

"JetBrains Air Teams" is a surface of JetBrains Air, JetBrains Product that constitutes a cloud service available at https\://air.jetbrains.cloud/.

JetBrains Air provides the Customer with a space to coordinate work, organize tasks, run multi-step workflows, and synchronize work across Products as described in the applicable Documentation available at https\://www.jetbrains.com/help/air/what-is-air-teams.html.

The Customer may connect JetBrains Air Teams to JetBrains Air Platform or a Third-Party AI Service.

e) Junie

"Junie" is an AI coding agent as described in the applicable Documentation available at: https\://junie.jetbrains.com/docs/get-started-with-junie.html.

Junie binaries are governed by a separate agreement available at https\://www.jetbrains.com/legal/docs/toolbox/user/. The Customer's use of the JetBrains Air Platform with Junie is governed by these Terms. The Customer may also connect Junie to Third-Party AI Services.

f) Your use of Third-Party AI Services

If you connect JetBrains Products to a Third-Party AI Service including by the means of AI Agents provided by third parties, Your use of this Third-Party AI Service and relevant AI Agent, including rights to Your Inputs and Outputs generated by this Third-Party AI Service, will be governed by Your agreement with the provider of the respective Third-Party AI Service. JetBrains does not claim any rights to such Outputs. With respect to AI Agents, this paragraph applies to AI Agents provided by third-party providers unless the AI Agent is connected to JetBrains Air Platform.

g) Early Access Program

Some of the JetBrains Services and/or their features may be offered under an early access program, Beta, or nightly version (collectively, "EAP Versions"). This allows You to try and evaluate EAP Versions that may in the future be released either as new JetBrains Services or as new features added to existing JetBrains Services.

An EAP Version may be subject to a separate agreement. In such case, Your use of that EAP Version will be governed by the applicable separate agreement, and such separate agreement will prevail over these Terms to the extent of any inconsistency. If no separate agreement applies to an EAP Version, Your use of that EAP Version will be governed by these Terms.

Using EAP Versions is optional, meaning that You may choose whether to try such EAP Versions and participate in the evaluation process. To make it clear which JetBrains Services or features constitute EAP Versions, they will be specifically marked as such in the interface and/or identified as EAP Versions in the applicable Documentation.

EAP Versions are provided free of charge on an "as is" and "as available" basis, without any warranties, representations, or guarantees of any kind, whether express or implied. EAP Versions may contain bugs, errors, and other defects, and You use them at Your own risk. JetBrains may at any time, at its sole discretion and without notice, modify, suspend, discontinue, or terminate the availability of any EAP Version.

You may use an EAP Version only during the period in which such EAP Version is made available by JetBrains. If an EAP Version consists of or includes downloadable components, You must cease using and uninstall such components promptly upon the end of the applicable availability period for the EAP Version or upon JetBrains' request.

If an EAP Version subsequently becomes generally available as a JetBrains Service or as a feature of a JetBrains Service, Your continued use of such JetBrains Service or feature will be governed by these Terms.

h) Your responsibilities

You are responsible for:

(i) *Users* – Your Users' actions and omissions while using JetBrains Services, including assigning and changing roles in JetBrains Console, determining the level of access and permissions granted to Your Users through Seats and their timely revocation, as well as any consumption of JetBrains Air Platform and use of other Products. If You become aware that any User breaches these Terms, You must notify Us and immediately revoke that User's access to JetBrains Services;

(ii) *Confidentiality and security* – keeping usernames, passwords, access tokens, and any other credentials associated with Your JetBrains Account and/or JetBrains Console as applicable both confidential and secure, and ensuring that Your Users do the same;

(iii) *Acceptable use* – using JetBrains Services in accordance with the Documentation and the JetBrains Acceptable Use Policy. You must familiarize Your Users with the JetBrains Acceptable Use Policy and ensure that they comply with it;

(iv) *Equipment* – maintaining a suitable internet connection in order to access JetBrains Services and to receive any deliveries (all the deliveries under these Terms will be electronic). It is also Your responsibility to have access to any hardware and any software needed to run JetBrains Services and a browser with compatible data security protocols.

(v) *Your Inputs and Your Data* – deciding on which Inputs and files containing Your Data will be submitted to, accessible by, or stored in the AI Service (including ensuring that it is legal for You and Your Users to share them with Us). You are also responsible for all legal consequences, such as claims, damages, losses, liabilities, costs, and expenses that result from Your Inputs. If You become aware that any of Your Inputs breach these Terms or the rights of another person ('third party'), You must notify Us without undue delay;

(vi) *Evaluation* – making sure that the Outputs or Suggestions are correct and fit for Your purposes;

(vii) *Selection of AI Service* – evaluating the AI Service to be connected to Products. If the Customer connects JetBrains Products to a Third-Party AI Service, the Customer is responsible for having a separate agreement with the provider of this Third-Party AI Service, granting the Customer all necessary rights to the Outputs. JetBrains does not take any responsibility for the engagement of such Third-Party AI Service by the Customer, its availability, data processing by this Third-Party AI Service, its Outputs, or other outcomes of its operation.

(viii) *Agentic Behavior* – supervising all Agentic Behavior, including permissions, credentials, API keys and tokens You provide to AI Agents. You acknowledge that Agentic Behavior may result in modifications to Your code, files, and/or configurations, as well as other consequences, including, without limitation, changes to infrastructure or environments, and that You are solely responsible for reviewing and authorizing such actions before and/or during execution. You acknowledge and agree that Agentic Behavior may interact with and affect both JetBrains Products and third-party Products, and that any such interaction is performed at Your sole risk and under Your exclusive control.

(ix) *Backup of your information* – saving, in a timely manner and outside of JetBrains Services any data associated with the Cloud Sessions, including Inputs and Outputs, files, code changes, logs, and other data that are created or used in that Cloud Session. Unless the Documentation or Your Access Plan expressly state otherwise, JetBrains Services are not intended to serve as backup or archival storage, and We do not guarantee that data associated with Your Cloud Sessions, will be stored by Us for any particular period of time.

(x) *Compliance with laws* – ensuring that You and Your Users use JetBrains Services according to all applicable laws and governmental regulations.

i) Restrictions

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

(i) *Cheat* – use, or attempt to use, JetBrains Services in a manner intended to avoid paying the applicable fees associated with JetBrains Services or other Products;

(ii) *Transmit illegal data* – use JetBrains Services to upload, store, or share, or allow others to upload, store, or share ('transmit'), any material that is criminal, offensive, defamatory, or otherwise unlawful or a tort, or that breaches the privacy or intellectual property rights of anyone else ('third-party');

(iii) *Facilitate unauthorized access* – allow unauthorized access to JetBrains Services, unless expressly permitted by these Terms;

(iv) *Resell or distribute* – resell or otherwise provide JetBrains Services or access to JetBrains Services to any third party, except if We give You express permission;

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

(vi) *Develop competing products* – access or use JetBrains Services for the purposes of developing, marketing, or commercializing a product or service that substantially reproduces protectable elements (including its source code, object code, user interface elements, or accompanying documentation) and that serves as a substitute for JetBrains Services. This restriction does not prohibit: (i) the development of tools or services designed to integrate with,

extend, or interoperate with JetBrains Services; (ii) the independent development of products in the same functional category where no protectable elements of JetBrains Services are reproduced; or (iii) any act expressly permitted under applicable law.

We have ('reserve') the right, but not the responsibility, to suspend or ban any Customer and/or their Users, including all or any Users and/or their JetBrains Accounts under the same Customer, and/or their access to JetBrains Services, that We believe ('in JetBrains sole discretion') breaches these Terms, any other legal agreement with Us, or Our policies, or takes any action that is otherwise illegal.

j) Our responsibilities

We will make commercially reasonable efforts to make JetBrains Services available to You. JetBrains Services may be unavailable to You during planned downtime, failures of JetBrains Services – including failures or delays caused (fully or in part) by an internet service provider – or any unavailability caused by circumstances beyond JetBrains' reasonable control (see the 'Force Majeure' Section).

k) Feedback

You give Us the right to use, change ('modify'), commercialize, and incorporate into JetBrains Services or any other JetBrains Product any of Your ideas, suggestions, recommendations, proposals, or other feedback relating to JetBrains Services. 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.

l) Third-Party Software

You understand that JetBrains Services integrates Third-Party Software and that by using JetBrains Services You might be using Third-Party Software available at https\://www.jetbrains.com/legal/third-party-software/.

4. Access to Your Data

Unless otherwise expressly specified in this Section, any reference to Inputs and Outputs in this Section refers to Inputs submitted to, and Outputs generated by, JetBrains Air Platform.

a) Processing of Your Inputs, Data, Suggestions, and Outputs

In order to provide and operate JetBrains Services, We may have access to certain data related to Your use of the Products.

With respect to functionalities and features of JetBrains Services that by their nature and/or due to being enabled by You in JetBrains Services require (as described in the Documentation):

- hosting of Your Inputs, Data, Suggestions, and/or Outputs on Our servers; and/or
- connection to external tools, platforms, or infrastructure,

You give Us permission to access, host, store, copy, alter, utilize, parse, and display Your Inputs, Data, Suggestions and/or Outputs, as well as Your repositories, configuration data, infrastructure state, and operational metadata.

The foregoing rights are granted solely to the extent necessary to provide and operate the relevant JetBrains Service or features thereof.

If You use JetBrains Air Platform, You give Us permission to process Your Inputs and Your Data shared by You for the purpose of providing You with JetBrains Air Platform. JetBrains Air Platform may also automatically select, read, and process some of Your Data in order to understand the context in which it should provide an Output or a Suggestion.

More details about how We process and use such data are described in the Product Data Collection and Usage Notice.

b) Data Collection in EAP Versions

By opting into and utilizing EAP Versions, You explicitly acknowledge and consent that JetBrains may collect, store, and process enhanced diagnostic, usage, and telemetry data beyond what is collected in generally available versions. If You do not consent to this enhanced data collection, You must immediately cease use of the EAP Versions.

c) Access control

You give Us permission to use data related to Your use of JetBrains Services for the following purposes:

(i) *To improve JetBrains Products' features based on anonymous usage data* – We have the right to analyze and use pseudonymized behavioral data related to Your use of JetBrains Services for usage analysis and product improvement as described in the Product Data Collection and Usage Notice. The usage data used for this purpose does not include the content of Your Inputs, Outputs, or Suggestions.

(ii) *For security reasons* – Your Inputs, Data, Outputs, and Suggestions may be monitored by Us or AI Subcontractors (as defined below) to prevent the violation of applicable acceptable use policies and may be stored and used for a limited period. We can access the Inputs, Data, Suggestions, and Outputs if We have a good reason to ('reasonably') believe this access is required to maintain the ongoing confidentiality, integrity, availability, performance, and resilience of Our systems and JetBrains Products; and

(iii) *If We are legally required* – We have the right to access, review, and remove all or a part of Your or Your Users' Inputs and Outputs if We have a good reason to ('reasonably') believe that the Input or Outputs breach the law or these Terms. You understand that there are laws that could require Us to disclose Your Inputs, Data, and Outputs, and, if these laws apply, We are obliged to comply with them.

d) Restriction on the use of Your Inputs, Data, Outputs, and Suggestions for the training of AI models

We undertake that We will not use Your Inputs, Data, Outputs, and Suggestions to train any language models that generate code, text, or another type of data from which Your Inputs, Data, Outputs, or Suggestions could be extracted, unless You expressly agree to it.

e) Engagement of third-party language model service providers

To provide You with JetBrains Air Platform, We reserve the right to use third-party language model service providers published at https\://www.jetbrains.com/legal/docs/terms/jetbrains-ai/service-providers/ ("AI Subcontractors"). You give Us permission to process Your Inputs and Data that We select and to share them with these AI Subcontractors for the purpose of providing JetBrains Air Platform. We will ensure that all AI Subcontractors commit not to use Your Inputs, Data, Outputs, and Suggestions for the training of their AI models at least to the same extent as We commit not to do so under these Terms. You agree that We may engage a new AI Subcontractor at any time and update the JetBrains Website referenced above. We remain ultimately responsible for all Our AI Subcontractors.

f) Confidentiality

We agree to keep Your Inputs, Data, Outputs, and Suggestions confidential. We will not disclose them to any third party and will implement commercially reasonable measures to prevent unauthorized access to them. We will use them solely to provide You with JetBrains Services and to exercise Our rights and comply with Our obligations under these Terms or applicable law, except as otherwise expressly permitted under these Terms or authorized by You through JetBrains Services.

Notwithstanding the foregoing, You agree that We may engage third parties to provide a part of JetBrains Air Platform that will have access to Your Inputs, Data, Outputs, and Suggestions. When We engage such a third party, We will ensure that it will be bound by substantially the same confidentiality obligation as We are bound to. The confidentiality obligation set out in this paragraph does not prevent Us or third parties engaged by Us from using the same or similar information obtained independently on Your Inputs or Data without a breach of any contractual or other legal obligation.

Where You use a Third-Party AI Service and connect it to a JetBrains Product, it is Your responsibility to review and assess which information the Third-Party AI Service will have access to, as well as the confidentiality terms applicable to such Third-Party AI Service, and to set the appropriate level of access to Your data.

g) Processing Through Third-Party AI Services

Notwithstanding the foregoing, where You use a Third-Party AI Service, and depending on the JetBrains Product You use, Your Inputs submitted to this Third-Party AI Service may either be transmitted directly to the applicable Third-Party AI Service, without any involvement of JetBrains, or routed to the applicable Third-Party AI Service through JetBrains acting solely as a technical intermediary. In either case and unless agreed otherwise, JetBrains does not access, review, modify, or store Your Inputs submitted to the Third-Party AI Service or the Outputs generated by it, except to the extent technically necessary to provide the transmission, where applicable.

5. Subscription, Fees, and Payments

Your fees and payment obligations depend on the JetBrains Services You use and the Access Plan(s) You select for those services.

The Access Plans for Business Customers and Non-Business Customers may differ. Under no circumstances shall Business Customers use Access Plans intended for Non-Business Customers.

a) Access Plans

(i) Free Access Plan. If offered by Us, You can use JetBrains Services for free when You sign up for the free Access Plan. The free Access Plan may offer limited features compared to a paid Access Plan.

(ii) Trial period. If offered by Us, a paid Access Plan may include a trial period. If You wish to try JetBrains Services, You may sign up for a trial version of them (the "Trial"). Subject to availability, the Trial is provided free of charge and is available for a limited period as specified on the JetBrains Website and/or in the Documentation.

During the Trial, access to JetBrains Services may be limited, and certain features available under paid Access Plans may not be available. Upon expiration of the Trial period, Your access to JetBrains Services will automatically terminate unless You purchase or otherwise obtain an applicable Access Plan.

(iii) Access Plan For Non-Business Customers. Non-Business Customers must have an active Subscription to use JetBrains Air Platform with the JetBrains Services or other Products. You agree to pay the Subscription fees specified on the JetBrains Website and in these Terms for the paid Access Plan You select. We will charge the applicable Subscription fee at the beginning of each Subscription Period, as set forth in this Section.

If You exceed the quota of AI Credits included in Your Subscription under Your Access Plan, You may purchase AI Credits.

You must have an active Subscription to acquire and use AI Credits.

(iv) Paid Access Plan For Business Customers. JetBrains Air Platform.

To use JetBrains Air Platform with the JetBrains Services and other Products Business Customers must purchase AI Credits.

AI Credits are generally purchased on an on-demand basis, unless otherwise provided in You Access Plan, and are consumed based on the use of JetBrains Air Platform with the JetBrains Services or other Products.

For certain Access Plans We may allow Business Customers to enable recurring refills of AI Credits through JetBrains Console. When this option is enabled, You authorize JetBrains to charge Your payment method and issue additional AI Credits at the beginning of each applicable refill period in accordance with the refill settings configured by You in JetBrains Console, including any applicable commitment period.

You may modify or disable such recurring refills. Any such changes will take effect after the end of the then-current refill period or, where a commitment period applies, after the end of the applicable commitment period.

(v) Paid Access Plan For Business Customers. JetBrains Air Governance. If You select a paid Access Plan, You agree to pay the Subscription fees based on the number of Seats purchased under the Subscription and/or other pricing details specified on the JetBrains Website and in these Terms. We will charge You as set forth in this Section.

At the beginning of each Subscription Period, We will charge the fee applicable to Your selected Access Plan.

For clarity, AI Credits and JetBrains Air Governance Subscriptions are separate and non-interchangeable billing and consumption mechanisms provided by JetBrains for different JetBrains components of JetBrains Air and functionalities.

b) General Information about AI Credits.

AI Credits give You the right to use JetBrains Air Platform for a certain number of tasks corresponding to the quantity of AI Credits available to You, as described on the JetBrains Website and/or in the Documentation.

Certain other JetBrains Services may also allow the redemption of AI Credits for specific features and offerings within them. Where applicable, the relevant Access Plan will specify such features and offerings, as well as information about corresponding AI Credits and/or their consumption parameters.

(i) Prepaid AI Credits. AI Credits are valid for a period of twelve (12) months from the date of purchase, or, if obtained otherwise, from the date of issuance, during which You may redeem them for the use of JetBrains Air Platform or other relevant features and services. Any unused AI Credits will expire at the end of this period.

(ii) Post-paid AI Credits. If offered by Us, We may allow You to enable post-paid AI Credits usage.

We may impose a cap on the amount of post-paid AI Credits that may be used by You. Business Customers may also configure their own limits for the amount of AI Credits that may be redeemed by each User or the Customer overall in JetBrains Console. You agree to pay for all AI Credits redeemed by You or Your Users, including any overage resulting from Your exceeding a cap imposed by JetBrains, within 30 days from the date of the invoice.

You authorize JetBrains to charge Your payment method for all such amounts.

The actual total amount of post-paid AI Credits consumed by the Customer during each billing period, including any negative balance, will be determined based on the usage data recorded by JetBrains' systems. Such records shall be final and binding for the purposes of calculating AI Credit consumption and applicable charges.

c) General Information about Subscriptions

(i) Automatic renewals. If You have a monthly Subscription, Your Subscription Period will renew automatically for an additional month, unless You opt out of automatic renewal before the end of the current Subscription Period. Annual Subscriptions will renew automatically only if automatic renewal is enabled during purchase of the Subscription or later. You can opt out of the automatic renewal of Your Subscription before the end of each Subscription Period and activate it at any time. If You remove the payment method used for the purchase of the Subscription that should be renewed without immediately providing a valid replacement, automatic renewal will be also disabled until You decide to activate it. All opt-ins and opt-outs described above are managed through Your JetBrains Account or JetBrains Console, as applicable to You.

(ii) Changes in Your Access Plan. If allowed by Us, You may upgrade Your Access Plan and/or Subscription, including, where applicable, by adding more paid Seats to Your Subscription, at any time. In such case, the applicable fees will be prorated for the remainder of the current Subscription Period, starting from the moment the upgrade takes effect

and shall be paid in advance. In certain cases We may also allow You to pay the prorated difference in fees within the period of 30 days after the upgrade takes effect.

You may also downgrade Your Access Plan and/or Subscription; however, any downgrade will take effect starting from the next Subscription Period.

d) Purchasing directly or through authorized resellers and distributors

These Terms apply whether You pay the fees described above directly to Us or through a reseller or distributor. Our obligations under these Terms are subject to our receipt of the corresponding payments from You or the reseller or distributor. Neither resellers nor distributors are authorized to make any promises or commitments on Our behalf, and You understand and agree that We are not bound by any obligations to You other than as specified in these Terms.

e) Payments

(i) *Payment terms* – Unless We agreed to specific payment or billing terms in these Terms, fees according to these Terms must be paid by You in accordance with the 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').

f) Resolution of late payments

To continue using JetBrains Services without interruption, You must make sure that You pay (and if you are purchasing through a reseller or distributor, that they pay Us) all the relevant fees on time. If You do not, We can:

(i) limit Your or Your Users' access to JetBrains Services, other JetBrains Products, or any of their features; and/or

(ii) downgrade Your Access Plan to a free Access Plan until the outstanding fees are paid and/or revoke Your access to post-paid billing; or

(iii) suspend Your access to JetBrains Services and/or other JetBrains Products, or end these Terms (see the 'Temporary Suspension' and 'Term and Termination' Section).

Without limiting the foregoing, JetBrains may charge interest on overdue amounts at the rate of 1.5% per month, or the maximum rate permitted by law, if lower.

In addition, if You owe any amounts to Us under these Terms, We may apply any payments received from You first toward the satisfaction of any outstanding amounts due, in such order and manner as We determine in Our sole discretion.

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.

6. Support

If offered by Us, Your Access Plan may include the support outlined on the JetBrains Website ("Support"). We will provide Support only to the extent required for You to use JetBrains Services in accordance with the Documentation.

You can request Support at any time. We will try to respond to Your request in a reasonable timeframe.

We can resolve a Support request by deciding in Our sole discretion to implement a publicly available patch, upgrade, or release in the future; by choosing to modify certain features, functionality, or settings; by providing necessary Support information; or by remaining inactive.

If You decide to submit to Us any of Your data, including personal data, as part of Your Support request, We will keep it confidential. By providing such data, You give Us the necessary rights to access, view, store, and analyze it in the context of providing You with Support.

7. Temporary Suspension

We can immediately suspend Your or Your Users' right to use all or part of JetBrains Services, if We have a good reason to ('reasonably') believe that:

(i) *Threats* – Your or Your Users' use of JetBrains Services might adversely impact or pose a security, privacy, or legal risk to JetBrains Services or any of their parts, JetBrains, or another person ('third party');

(ii) *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

(iii) *Breach of Terms* – You or Your Users breached these Terms, applicable law, Our policies, including the JetBrains Acceptable Use Policy, or someone else's rights.

(iv) *Excessive use* — Your or Your Users' use of JetBrains Air Platform exceeds the limits applicable to Your Access Plan or any internal limits implemented by JetBrains to ensure fair use, system stability, security, or the proper operation of JetBrains Air Platform.

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 these Terms (see the 'Term and Termination' Section).

8. Term and Termination

a) Term

These Terms start ('take effect') when You click the "I Accept" button or provide similar consent to ('be bound by') these Terms. These Terms will remain in effect for as long as You have the right to use JetBrains Services, unless they are ended ('terminated') earlier either by You or Us as described in these Terms.

b) Termination by You

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

For Non-Business Customers who are consumers residing in the European Union, notice may be given and termination may take effect without observing the 30-day cure period where JetBrains is in material breach of these Terms.

(ii) If You terminate these Terms in accordance with Section 8b(i) or 15(j), We will provide You with a refund of:

- any prepaid fees covering the portion of the applicable Subscription Period remaining after the effective date of termination, solely to the extent corresponding to unused AI Credits recorded in Our internal systems (applicable to the Access Plans for Non-Business Customers under Section 5a(iii) and for Business Customers for JetBrains Air Governance under Section 5a(v)); and/or
- the monetary value of any unused AI Credits reflected in Our internal systems as of the effective date of termination (applicable to the Access Plans for Non-Business Customers under Section 5a(iii), where AI Credits are purchased in addition to the Subscription, and for Business Customers for JetBrains Air Platform under Section 5a(iv)).

iii) You may also terminate the Terms at any time, including by canceling your Subscription where applicable. If such termination occurs during a Subscription Period, the Agreement will continue to be effective until the end of that Subscription Period. Such termination does not relieve You of Your obligation to pay any outstanding Subscription

or other fees owed to JetBrains, and no refunds will be provided for any prepaid Subscription fees or AI Credits, unless required by applicable law or specified in the Terms and Conditions of Purchase.

iv) In addition, Non-Business Customers who are consumers residing in the European Union, have a statutory right to withdraw from these Terms within fourteen (14) days of the date of the initial purchase of the Subscription without giving any reason. If the Trial has been offered, during which You had the opportunity to try the JetBrains Services, Your right of withdrawal will not be reinstated once the Trial ends.

c) Termination by Us

We may terminate these Terms and Your Subscription if:

i) You breached these Terms and failed to remedy the breach within thirty (30) days of written notice;

ii) You fail to make timely payment of any fees applicable to You in accordance with Section 5 of these Terms;

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

iv) We elect to discontinue providing JetBrains Services, in whole or in part;

v) You have a free Access Plan and none of Your Users use JetBrains Services for at least 3 calendar months in a row; or

vi) the events described in Sections 7(i) and 7(iv) occur.

We will make a reasonable effort to notify You via the email address specified in Your JetBrains Account or in JetBrains Console, as applicable, thirty (30) days prior to termination of these Terms in the events specified in Sections 8c(iii) and 8c(iv) above, in which case You will be entitled to a refund as described in Section 8b(ii). In the event of termination for cause specified in Sections 8c(i)-(ii) or 8c(v), We will make reasonable efforts to notify You three (3) days prior to termination of these Terms. In the event of termination for cause specified in Sections 8c(vi), We are entitled to terminate the Terms immediately without prior notice. No refund shall be provided if these Terms are terminated as a result of, or in connection with, any reasons originating from Your side, including but not limited to Your conduct, omissions, unilateral decisions, or breach of these Terms.

d) Effect of termination

Upon the expiration or termination of these Terms, regardless of the reason, Your access to JetBrains Services will be terminated and You will have no further rights to use JetBrains Services. Any downloadable components of JetBrains Services must be promptly uninstalled. However, Sections 3i, 3j, 5, 9, 10, 11, 12, and 15 of these Terms will remain in effect.

9. Indemnification

a) Indemnity

If there are any claims, damages, losses, liabilities, or fees and similar expenses, including fair ('reasonable') attorney fees, brought against Us that are related to any of the following (each of these is defined as a "Claim"):

i) *Access and use of JetBrains Services* – Your or Your Users' access and/or use of JetBrains Services. This includes all activities related to and/or carried out with the use of Your JetBrains Account or JetBrains Console, as applicable to You, and any actions taken by Your Users in relation to JetBrains Services;

ii) *Breach of these Terms* – the breach of these Terms (including the JetBrains Acceptable Use Policy) by You or any of Your Users;

iii) *Your Data, Inputs, and Outputs* – Your Data, Inputs, and Outputs or the combination of them with other information, infrastructure, or processes. This includes any allegation that Your Data, Inputs, and Outputs, or their use,

development, design, production, advertising, or marketing, are illegal and/or infringe upon the rights of someone else (a 'third party'), or that You have illegally or without permission claimed someone else's rights; or

iv) *Disagreements* – disagreement between You, or any of Your Users, and another person and/or entity;

then You agree to indemnify, defend, and hold Us, Our owners, directors, employees, agents, and representatives harmless, and to indemnify, defend, and hold Our Affiliates harmless, from any and all Claims.

b) Indemnity claims

We will quickly ('promptly') let You know if someone makes a Claim. If We fail to let You know quickly, then that failure will only affect Your obligation to indemnify Us to the extent that Our failure to inform You quickly adversely affected Your ability to defend Us against the Claim. When You are defending Us against the Claim, You can choose Your own lawyer, with Our written permission. If You have Our written permission, You can resolve ('settle') the Claim as You decide ('at Your discretion'). However, We can take full control of Your defense and settlement at any time.

10. IMPORTANT – YOUR RISK AND OUR DISCLAIMERS

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

(WARRANTIES AND REPRESENTATIONS) EXCEPT AS EXPRESSLY SET OUT IN THESE TERMS, WE MAKE NO REPRESENTATIONS AND GIVE NO WARRANTIES IN RELATION TO JETBRAINS SERVICES – EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. THIS INCLUDES WARRANTIES THAT JETBRAINS SERVICES WILL FIT ANY PURPOSE OR BE UNINTERRUPTED, ERROR-FREE, OR FREE OF HARMFUL COMPONENTS, AS WELL AS WARRANTIES THAT YOUR CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED.

(AGENTIC BEHAVIOR) AI AGENTS MAY INCLUDE FEATURES THAT PERFORM AGENTIC BEHAVIOR. YOU ACKNOWLEDGE THAT SUCH BEHAVIOR MAY RESULT IN UNINTENDED MODIFICATIONS TO YOUR SYSTEM. YOU ARE SOLELY RESPONSIBLE FOR SUPERVISING ALL AGENTIC BEHAVIOR AND FOR ANY CONSEQUENCES THEREOF. JETBRAINS SHALL HAVE NO LIABILITY FOR ANY MODIFICATIONS, DISRUPTION, DATA LOSS, OR INFRASTRUCTURE COSTS RESULTING FROM AGENTIC BEHAVIOR PERFORMED ON ANY PRODUCT (WHETHER A JETBRAINS PRODUCT OR A THIRD-PARTY PRODUCT) OR WITHIN ANY ENVIRONMENT ACCESSIBLE TO AI AGENTS.

(BRING YOUR OWN KEY) JETBRAINS SERVICES OR OTHER JETBRAINS PRODUCTS MAY ALLOW YOU TO PROVIDE AND USE YOUR OWN API KEYS OR CREDENTIALS FROM THIRD-PARTY AI SERVICES ("BYOK"). YOU ARE SOLELY RESPONSIBLE FOR ALL COSTS, USAGE LIMITS, AND BILLING DISPUTES ARISING FROM THE USE OF SUCH THIRD-PARTY AI SERVICES. JETBRAINS DISCLAIMS ALL LIABILITY FOR THE SECURITY, CONFIDENTIALITY, OR MISUSE OF YOUR API KEYS, AS WELL AS THE AVAILABILITY, ACCURACY, OR PERFORMANCE OF ANY THIRD-PARTY AI SERVICES ACCESSED VIA BYOK. YOU ARE RESPONSIBLE FOR ENSURING YOUR USE OF BYOK COMPLIES WITH THE TERMS AND CONDITIONS OF THE RELEVANT PROVIDER OF THE THIRD-PARTY AI SERVICE.

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.

11. 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 JETBRAINS SERVICES, INCLUDING AS A RESULT OF SUSPENDED ACCESS TO THEM, THE SUSPENSION OR CANCELLATION OF YOUR SUBSCRIPTION, OR THE TERMINATION OF THESE TERMS;

b) OUR DECISION TO NO LONGER PROVIDE JETBRAINS SERVICES FOR BUSINESS, ECONOMIC, LEGAL, OR REGULATORY REASONS;

c) YOUR HAVING MADE JETBRAINS SERVICES AVAILABLE TO YOUR USERS;

d) YOUR USE OF JETBRAINS SERVICES BEING CONTRARY TO OR INCONSISTENT WITH THESE TERMS AND DOCUMENTATION;

e) THE COST OF PROVIDING A SUBSTITUTE FOR JETBRAINS SERVICES;

f) ANY UNANTICIPATED OR UNSCHEDULED UNAVAILABILITY OF JETBRAINS SERVICES OR A PART OF IT FOR ANY REASON, INCLUDING AS A RESULT OF POWER OUTAGES, SYSTEM FAILURES, OR OTHER INTERRUPTIONS;

g) ANY INVESTMENTS, EXPENSES, OR COMMITMENTS THAT YOU OR A USER MAKE RELATING TO THESE TERMS OR YOUR ACCESS TO OR USE OF JETBRAINS SERVICES.

h) ANY MODIFICATION, DELETION, DESTRUCTION, DAMAGE, LOSS, OR FAILURE TO STORE ANY OF YOUR DATA CAUSED BY YOU OR YOUR USERS.

(MAXIMUM LIABILITY) OUR MAXIMUM, OVERALL ('AGGREGATE') LIABILITY RELATING TO THESE TERMS IS LIMITED TO THE GREATER OF ONE HUNDRED (100) US DOLLARS OR THE AMOUNT THAT YOU ACTUALLY PAID TO US FOR THE RESPECTIVE JETBRAINS SERVICE DURING 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.

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 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 these Terms to notify Us ('give notice') of anything, You may do so:

i) by sending an email to legal@jetbrains.com. Such notice shall be deemed delivered on the next business day following the date the email is sent;

ii) by courier delivery of a letter marked for the attention of the Legal Department at the physical address published on the JetBrains Website. Such notice shall be deemed delivered on the sixth (6th) business day after the date on which 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. Such notice shall be deemed delivered on the eleventh (11th) business day after the date on which You send the letter.

b) Notices by Us

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

i) by posting the information on the JetBrains Website, and/or in Your JetBrains Account and/or in JetBrains Console (as applicable to You). Such notice shall be deemed delivered on the date specified on the JetBrains Website, in Your JetBrains Account, or in JetBrains Console, as applicable;

ii) by sending an email to the email address specified in Your JetBrains Account or JetBrains Console as applicable. Such notice shall be deemed delivered on the next business day following the date the email is sent.

For Customers that are legal entities or sole proprietors, any notifications under these Terms including those provided under Section 15(j) will be sent to the Users assigned the admin role, and delivery to such Users shall constitute delivery to the respective Customer.

It is Your responsibility to check the JetBrains Website, Your JetBrains Account, and JetBrains Console for any changes and make sure that you can get notifications from us and 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 JetBrains Services, other 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 must ensure that You and Your Users do not include or submit to JetBrains Services any input or data that is subject to Export Control Laws or would require a government license for export, re-export, or release of such input or data.

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) These Terms and their Parties

The most current version of these Terms is available at: https\://www.jetbrains.com/legal/docs/terms/jetbrains-ai-platform/.

By accepting these Terms, You agree to use and ensure that Your Users will use JetBrains Services in accordance with these Terms and the JetBrains Acceptable Use Policy. Except as expressly mentioned, these Terms do not apply or give rights to anyone else ('no third-party beneficiaries').

b) Entire Agreement

These Terms together with the order accepted by Us (if applicable) form the entire agreement and replace any previous agreement between You and Us in relation to its subject matter, including JetBrains AI Credits Terms.

c) Transition Process

For Business Customers that previously paid for JetBrains AI Services under a subscription model and have been migrated to the payment model described herein, any active, unexpired prepaid legacy AI Credits remaining in their balances as of the migration date have been converted into AI Credits under Section 5 on a 1:1 basis and will retain their original expiration dates.

d) 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 these Terms, will be processed in accordance with the Data Processing Addendum at https\://www.jetbrains.com/legal/dpa/, which is a part of ('incorporated into') these Terms. We may also process some of Your Personal Data in connection with these Terms in our capacity as a data controller in accordance with our Privacy Policy at https\://www.jetbrains.com/legal/docs/privacy/privacy/.

e) Governing law and disputes

These Terms are 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 these Terms undertake to use the best commercial efforts to amicably settle any disputes arising hereunder ("Dispute").

Should the Parties to these Terms 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, unless otherwise required by applicable consumer laws.

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

f) Force Majeure

We will not be responsible ('liable') for any delay or failure to perform any obligation under these Terms 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.

g) Severability

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

h) Interpretation

Any heading, title, or paragraph summary is only for convenience and does not affect the interpretation of these Terms. 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.

i) Waiver

Any waiver of Our rights under these Terms must be in writing and signed by Us.

j) Changes to Terms

These Terms may be updated from time to time to reflect changes to JetBrains Services or how they are provided to You. If this happens, We will update these Terms on the JetBrains Website and, where such changes materially adversely impact You, provide You with reasonable advance notice, typically not shorter than 15 days before the effective date, unless the changes are required by applicable law or for security reasons, in which case we may need to change the Terms on shorter notice. The notice will be provided by one of the following means:

i) Displaying it to You in the relevant JetBrains Service;

ii) Displaying it in Your JetBrains Console or JetBrains Account, as applicable to You; or

iii) Sending it, together with the updated version of the Terms, to the email address used in Your JetBrains Console or JetBrains Account, as applicable.

All changes will become effective on the date specified in the updated Terms. If You do not agree to the updated Terms, You must stop using JetBrains Services.

We respect that You may not agree to the updated Terms. If that is the case, You may terminate the Terms before the changes to the Terms come into force. Termination according to this Section entitles You to a refund as described in Section 8b(ii).

By continuing to use JetBrains Services after the effective date, You agree to be bound by the modified Terms.

k) Relationship

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

l) Contract review

By agreeing to these Terms, You are confirming to Us that:

i) You have had sufficient opportunity to read, review, and consider these Terms;

ii) You understand the content of each paragraph of these Terms; and

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

The above also means that, to the extent permitted by applicable law, any statutory provisions relating to so-called ‘form’ or ‘adhesion’ contracts do not apply to these Terms as between Us and Business Customers.

m) Consumer Protection

If You are a consumer, You may have certain rights, which may not be limited or excluded and which may vary from jurisdiction to jurisdiction. In the extent to which the exclusions or limitations in these Terms are not legally permitted, such provisions shall not apply to You. This shall in no way affect the validity or the applicability of the remaining provisions of the Terms. If You are a consumer, You may further have a right to raise a complaint with a supervisory authority or settle a dispute out of court through the extrajudicial dispute resolution entity. For more information specific to Your country, please visit https\://www.jetbrains.com/legal.

n) Reservation of rights

We reserve the right to alter JetBrains Services prices, features, specifications, capabilities, functions, terms of use, release dates, general availability, and other characteristics. JetBrains reserves the right to limit your use of JetBrains Services through the mechanisms published on the JetBrains Website or in the Documentation. We can also alter, limit, or cease to provide JetBrains Services support at any time.

If You have any questions about these Terms, please contact Us at legal@jetbrains.com.