

JETBRAINS AIR EAP USER AGREEMENT

Version 1.0, effective as of December 1, 2025

IMPORTANT! READ CAREFULLY: THIS IS A LEGAL AGREEMENT. BY CLICKING THE “I AGREE” (OR SIMILAR) BUTTON THAT IS PRESENTED TO YOU AT THE TIME OF YOUR FIRST USE OF THE JETBRAINS SOFTWARE, SUPPORT OR PRODUCTS, YOU ARE BECOMING A PARTY TO THIS AGREEMENT, YOU DECLARE YOU HAVE THE LEGAL CAPACITY TO ENTER INTO SUCH AGREEMENT, AND YOU ARE CONSENTING TO BE BOUND BY ALL THE TERMS AND CONDITIONS SET FORTH BELOW. THIS IS AN EARLY ACCESS VERSION OF THE PRODUCT. YOU EXPRESSLY ACKNOWLEDGE THAT THIS VERSION OF THE PRODUCT MAY NOT BE RELIABLE, MAY NOT WORK AS INTENDED, AND MAY CONTAIN ERRORS. ANY USE OF THE EAP PRODUCT IS AT YOUR OWN RISK.

1. Introduction

This EAP User Agreement (“Agreement”) is entered into between 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 You, an individual or a legal entity that you represent (“You”). We and You may each also be referred to individually as a “Party” or jointly as the “Parties”.

If You accept this Agreement on behalf of a legal entity, You confirm 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 You as authorized to represent that legal entity.

2. 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 Affiliate with these Terms.

“AI Service Provider” means an artificial intelligence model service provider (JetBrains or a third-party provider) connected by You to the Product to generate Outputs.

“Documentation” means the latest versions of all online Product technical documentation, including the description of the main features of the Product available at <https://www.jetbrains.com/help/air/>, or other documentation available at JetBrains Website.

“Data” means any of Your data processed in the Product. The Data may include the source code processed in the Product, information derived from the source code, and/or usage-related information from the User’s device submitted together with the Input. When You use the Product, it may automatically select, read, and process some of Your Data in order to understand the context in which it should provide an Output.

“EAP” means any of the Early Access, Beta, Preview, and Nightly Programs as referenced in the preamble of this Agreement and described on the JetBrains website or in Product documentation.

“EAP Term” is a period of the EAP during which You can use the Product under this Agreement.

“Input” means any instruction, source code snippet, text, or other information submitted by You or Your Users to the Product in order to generate an Output.

“JetBrains Website” means the website at <https://www.jetbrains.com/> and any other website operated by Us.

“Machine” means a computing device used by You for running the Product.

“Output” means the source code, text, or other information received as a response to the Input, which is generated by the Product.

“Product” means JetBrains software licensed to You under this Agreement.

“Third-Party Software” means any third-party software program that is owned or licensed by someone other than Us.

“User” means any employee, independent contractor, or other individual who obtains access to the Product from You (including, for the avoidance of doubt, Your Affiliates).

3. License, Your Rights and Responsibilities

3.1. License. You may install the Product on any number of Machines free of charge and use it during the EAP Term as long as You comply with this Agreement. This license is provided as worldwide, non-exclusive, non-transferable, non-sublicensable, and royalty-free for the term of the EAP.

3.2. Updates. We may issue from time to time updates of the Product in the form of a higher Product version. These updates may change the Product features, and if You install the newer version of the Product, You agree with these changes and acknowledge that updates are subject to the terms of this Agreement unless agreed otherwise in this Agreement.

3.3. Restrictions. Without Our express written permission (or unless this right is granted by applicable law), You may not:

- (a) use the Product or its features in a manner contrary to this Agreement or applicable laws;
- (b) reverse-engineer, disassemble, or decompile the Product, or parts thereof, or try to derive the source code of the Product in any way;
- (c) modify, alter, adapt, translate, enhance, tamper with, repair, or otherwise create derivative works of the Product or any part thereof;
- (d) sell, rent, lease, sublease, license, sublicense, lend, time-share, transfer, assign, provide the use of, or otherwise provide the Product or access to the Product to any third party, whether in whole or in part;
- (e) use, or try to use JetBrains Air in a way that avoids incurring fees (if applicable), overcome technical restrictions, security protection, or authentication methods;
- (f) access the Product in order to build a similar or competitive product or service, as well as copy any ideas, features, functions, or graphics of the Product or any part thereof.

3.4. Your Responsibilities. You are responsible for:

- (a) Your Users, their actions and omissions while using the Product. If You become aware that any User breaches this Agreement, You must notify Us and immediately revoke that User’s access to the Product;
- (b) keeping Your usernames, passwords, and access tokens confidential and secure, and making sure that Your Users do the same;
- (c) using the Product in accordance with the Documentation and this Agreement;
- (d) having an access to any hardware and any third-party software needed to run the Product and account with the AI Service Provider’ service, that You can connect to the Product;
- (e) managing all Inputs that You or Your Users submit to the Product (including ensuring that it is legal for You and Your Users to make these submissions) and deciding on which Data will be accessible to the Product. 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 this Agreement or the rights of another person (‘third party’), You must notify Us without undue delay;
- (f) making sure that Outputs provided by the Product are correct and can be used for Your purposes; and
- (g) ensuring that You and Your Users use the Product in compliance with all applicable laws and governmental regulations.

4. Intellectual Property Rights and Ownership

4.1. Our Rights. All intellectual property rights or other proprietary rights to the Product are retained by Us or our licensors. This includes all Product-related copyrights, trademarks, patents, and other registered or unregistered intellectual property. With the exception of the license granted to You under this Agreement, nothing in this Agreement grants, by implication or otherwise, to You or any third party any intellectual property rights or other right, title, or interest in or to the Product or any other intellectual property.

4.2. Your Inputs and Data. As between You and Us, and to the extent permitted by applicable law, You own the Inputs and Your Data and keep all proprietary rights, including intellectual property rights to them.

4.3. Your Rights to Outputs. The Outputs created in the Product in response to Your Inputs are generated by the AI Service Provider that You connected to the Product. The scope of the rights that You acquire will be governed by the agreement between You and the AI Service Provider. We will not claim any right to, title to, or interest in them.

4.3. Feedback. To the extent You provide any ideas, suggestions, recommendations, proposals, or other feedback to the Product, You give Us the right to use, change, commercialize, and incorporate any of it into the Product. You cannot withdraw this permission after it is given (it is irrevocable), and it is perpetual. You acknowledge that We are not required to pay a fee for this feedback and that We can transfer and give similar rights to Your feedback to anyone else worldwide.

4.4. Third-Party Software. You understand that the Product integrates Third-Party Software and that by using the Product 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 at <https://www.jetbrains.com/legal/third-party-software> or in the Documentation. Nothing in this Agreement limits Your right to use Third-Party Software under those applicable terms and conditions.

5. Access and Your Data

5.1. Our Access to Your Data. We do not see or have access to Your Data in the Product by default without Your consent. All Inputs, Data and Outputs are shared directly between You and the AI Service Provider. However, some plugins or services used in combination with the Product can allow access to Us or to third parties. It is Your responsibility to become familiar with the terms of these additional plugins or services and set the appropriate level of access to Your Data. Any content or data downloaded or otherwise obtained through Your use of the Product are acquired at Your own risk.

5.2. Usage and Product Data Collection. The Product licensed under this Agreement collects in the default mode telemetry data. You agree that by Your decision to use the EAP version Product with the activated data collection, You give Us a consent to collect the data and use it to analyze Your use of the Product and to improve Our products and services. More details about this data collection can be found at https://www.jetbrains.com/legal/docs/terms/product_data_collection/. We may also collect and use other types of data if You agree to that separately.

6. Warranty Limitation

6.1. No Expressed Warranty. The Product is licensed to You on an “as is” and “as available” basis. This means that You agree to use it at Your own risk, and We make no express warranty as to the Products use or performance and do not represent or warrant that in any way that the Product and generated Outputs:

- (a) are accurate, reliable, or correct;
- (b) will meet Your requirements;
- (c) will be available at any particular time or location, uninterrupted, or secure;
- (d) is free of defects or errors and that any, if found, will be corrected; and/or
- (e) is free of viruses or other harmful components.

6.2. Disclaimer of Warranties. To the maximum extent permitted by applicable law, We disclaim all warranties and conditions, whether express or implied (including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement) with regard to the Product and the provision of any related support, updates, or upgrades.

6.3. No Rights from Defective Performance. As the Product is provided free of charge, to the maximum extent permitted by applicable law, You acknowledge that You have no rights from defective performance, and You waive all statutory rights arising from defective performance.

7. Disclaimer of Damages

7.1. Exclusion of Damages. To the maximum extent permitted by applicable law, in no event will We be liable to You, Your affiliates, users, or anyone else for

(a) any special, incidental, indirect, consequential, exemplary, or punitive damages whatsoever, including for lost profit;

(b) any loss of use, data, goodwill, or profits, whether or not foreseeable; and

(c) any loss or damages in connection with the termination or suspension of Your access to the Product in accordance with this Agreement;

and You waive a right to claim compensation for any such loss or damage.

7.2. Limitation of Liability. Our total liability in all matters arising out of or in relation to this Agreement is limited to the greater of ten (10) U.S. dollars or the aggregate amount paid or payable by You under this Agreement during the three-month period preceding the event giving rise to the liability, and You waive a right to claim compensation for any excess loss or damage. This limitation will apply even if We have been advised of the possibility of liability exceeding such an amount and notwithstanding any failure of the essential purpose of any limited remedy. This limitation will not apply to cases when the liability cannot be limited by the applicable law.

8. Term, Termination, and Withdrawal

8.1. Term. This Agreement will commence upon acceptance of this Agreement by You, and it will continue for the duration of the EAP Term, until it is terminated by either party according to this Agreement or applicable law.

8.2. Termination. We may terminate this Agreement by a notice sent to You in email or otherwise in writing if:

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

(b) We are required to do so by law (for example, where the provision of the Product is, or becomes, unlawful).

8.3. Termination of EAP. We may terminate the EAP and thereby also this Agreement at any time for convenience. We may notify You of any such termination by posting the information on the JetBrains Website, in the Product or by sending an email to the email address You provided.

8.4. Withdrawal. You have the right to cease using the Product and withdraw from this Agreement at any time without providing any reason. In such case, You must uninstall and cease using the Product.

9. Export Control Laws

9.1. Export Control Compliance. You must comply with all applicable laws and regulations with regard to economic sanctions, export controls, import regulations, restrictive measures, and trade embargoes (all herein referred to as “Sanctions”), including those of the European Union and the United States. You declare and warrant that You are not a person targeted by Sanctions, nor You are otherwise owned or controlled by or acting on behalf of any entity or person targeted by Sanctions. You agree that You will not download or otherwise export or re-export the Product or any related technical data directly or indirectly to any person targeted by Sanctions or download or otherwise use the Product for any end use prohibited or restricted by Sanctions.

9.2. Reporting of Non-Compliance. You must immediately report any concerns of non-compliance regarding Sanctions to compliance@jetbrains.com and cooperate with Us in Our efforts to verify and ensure compliance with Sanctions.

10. Miscellaneous

10.1. Reservation of Rights. We reserve the right at any time to cease Our support of the Product and to alter prices, features, specifications, capabilities, functions, terms of use, release dates, general availability, and other characteristics of the Product.

10.2. Severability. If any provision of this Agreement is or becomes invalid, illegal, or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of any other provision of this Agreement.

10.3. Changes. From time to time, We may ask You to accept the updated version of this Agreement (“**Updated Agreement**”) in connection with new versions, features, updates, enhancements, or other changes to the Product or how We offer the Product to users. We will notify You about the Updated Agreement either by displaying it to You in the Product, or by sending the Updated Agreement to any email address provided by You. By accepting the Updated Agreement or by continuing to use the Product after the effective date specified in the notification, You agree to be bound by the Updated Agreement instead of this Agreement. We respect that You may not agree to the Updated Agreement. If that is the case, You can withdraw from this Agreement before the effective date of the change by uninstalling the Product according to Section 8.3.

10.4. No Waiver. Our failure to enforce or exercise any part of this Agreement is not a waiver of the respective Section.

10.5. No Assignment. You may not assign or otherwise transfer any right or obligation under this Agreement or this Agreement itself to a third party without Our prior written consent.

10.6. Entire Agreement. This Agreement constitutes the entire agreement between You and Us in relation to its subject matter and replaces and supersedes all prior agreements, representation, understandings, and undertakings of any nature made, whether oral or written, in relation to that subject matter.

10.7. Governing Law and Disputes Resolution. 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. Any disputes arising out of or in connection with this Agreement will be finally resolved by a competent court of the Czech Republic having territorial jurisdiction based on Our registered office at the moment of the conclusion of this Agreement unless provided otherwise by applicable consumer laws.

10.8. Personal Data. If We receive any personal data from You or Your users in connection with the use of the Product, We will process it as described in JetBrains’ Privacy Notice available at <https://www.jetbrains.com/company/privacy.html>.

10.9. 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 this Agreement 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 this Agreement. 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 further information, please contact us at legal@jetbrains.com.