JETBRAINS DATABAO EAP TERMS OF SERVICE

Version 1.1, effective as of August 14, 2026

Welcome to Databao!

These JetBrains Databao EAP Terms of Service constitute a legally binding document, and it is important that You read them carefully.

JETBRAINS DATABAO IS AN AGENTIC DATA PLATFORM THAT ALLOWS YOU TO GENERATE DATA CONTEXT, ANALYTICS, AND INSIGHTS BY CONNECTING YOUR DATA SOURCES TO LARGE LANGUAGE MODELS PROVIDED BY JETBRAINS DIRECTLY OR IN PARTNERSHIP WITH EXTERNAL AI PROVIDERS.

BECAUSE JETBRAINS DATABAO IS DESIGNED TO INTERACT DIRECTLY WITH YOUR DATA SOURCES, IT REQUIRES A HEIGHTENED AWARENESS OF SECURITY AND GOVERNANCE ISSUES. YOU ARE SOLELY RESPONSIBLE FOR MANAGING THE ACCESS PERMISSIONS YOU GRANT TO JETBRAINS DATABAO AND FOR SELECTING THE DATA SOURCES YOU DECIDE TO EXPOSE TO IT.

PROVISION OF JETBRAINS DATABAO IS STILL IN ITS EARLY STAGES OR HAS AN EXPERIMENTAL CHARACTER, AND THE OUTPUTS MIGHT NOT ALWAYS BE CORRECT. YOU ARE RESPONSIBLE FOR EVALUATING WHETHER THE OUTPUTS ARE CORRECT AND FIT FOR YOUR PURPOSES. JETBRAINS DATABAO MAY GENERATE INCORRECT INFORMATION ("HALLUCINATIONS") OR SUGGEST ACTIONS THAT COULD ALTER YOUR DATA CONTEXT OR REPOSITORIES. YOU ARE ULTIMATELY RESPONSIBLE FOR REVIEWING SUCH ACTIONS.

PLEASE NOTE THE DISCLAIMERS AND LIMITATIONS OF LIABILITY BELOW IN SECTIONS 7 AND 8, AS WELL AS THE INDEMNIFICATION PROVISIONS IN SECTION 6.

1. Introduction

These JetBrains Databao EAP Terms of Service ("**EAP ToS**") describe how You can access and use Databao.

Accepting these EAP ToS creates a legal agreement between (i) JetBrains s.r.o., a company registered in the Commercial Register of the Prague Municipal Court, Section C, File 86211, ID No. 265 02 275 with its registered office at Na Hřebenech II 1718/8, Prague, 14000, Czech Republic ("**JetBrains**", "**We**", or "**Us**") and (ii) You, either a legal entity or a natural person ("**Customer**" or "**You**"). JetBrains and the Customer may each also be referred to individually as a "**Party**" or jointly as the "**Parties**".

If You accept these EAP ToS on behalf of a legal entity, You confirm that You are authorized to enter into agreements on behalf of that legal entity. If these EAP ToS are accepted using an email address provided by a legal entity, We will regard You as authorized to represent that legal entity. You must be able to enter into contracts.

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. The "**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 EAP ToS.

"**Acceptable Use**" means using the Product in accordance with the Documentation and the JetBrains Products Acceptable Use Policy, which is available at https://www.jetbrains.com/legal/docs/terms/acceptable-use-policy/ ("JetBrains Acceptable Use Policy").

"**Data**" means any information, content, or files of the Customer that are accessed, transmitted, or processed by the Product. This includes data and metadata from connected Data Sources, semantic or configuration assets (such as data models, metrics, or query logic), knowledge base content authorized for access, Inputs, and other usage-related information submitted from the Customer's Machine. 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.

"**Data Sources**" means any data sources, repositories, data warehouses, BI tools, databases, network folders with files, existing dashboards or similar systems or platforms, connected by You or Your Users to the Product.

"**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/, or other documentation available on the JetBrains Website.

"**EAP**" means any of the Early Access, Beta, Preview, and Nightly Programs as referenced in the preamble of these EAP ToS 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 these EAP ToS.

"**Input**" means any instruction or other information sent by You or Your Users to the Product in order to generate the Output.

"**JetBrains Account**" means an account created by You at https://account.jetbrains.com/ enabling the administration of and/or access to the Product.

"**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 data visualizations, semantic definitions, source code, text, charts, metrics, summaries, forecasts, or other representations of data or other content generated by the Product in response to Input based on the Input and Data.

"**Product**" means the JetBrains software product known as Databao, comprising (i) the downloadable client-side components, including the command-line interface (CLI), software development kits (SDKs), local agent runtimes, and plugins; (ii) the cloud-hosted environment enabling generation of Outputs; (iii) the Documentation; (iv) updates to the Product; and (v) incorporated Third-Party Software.

"**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 under Your EAP access (including, for the avoidance of doubt, Your Affiliates).

3. License, Your Rights and Responsibilities

3.1. License. You can use the Product as long as You comply with these EAP ToS and the Documentation. Subject to Your compliance with these EAP ToS, JetBrains grants You a worldwide, non-exclusive, non-transferable, non-sublicensable, and royalty-free right to use the Product for the duration of the EAP Term.

JetBrains reserves the right to limit Your use of the Product through quotas, rate limits, and other mechanisms published on the JetBrains Website, in these EAP ToS and/or in the Documentation.

3.2. Open-Source Components. Notwithstanding the foregoing, certain components of the Product (such as the CLI and SDK) may be separately licensed under open-source licenses (e.g. Apache 2.0 or MIT). In the event of a conflict between these EAP ToS and any such open-source license, the open-source license shall prevail with respect to those specific components.

3.3. Updates. We may issue updates to the Product from time to time 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 these EAP ToS unless agreed otherwise in these EAP ToS.

3.4. Restrictions. Without Our express written permission (or unless this right is granted by applicable law), You must not, and You must ensure Your Users do not:

(a) Modify, alter, adapt, translate, or create derivative works of the Product, except for those specific components provided under an open-source license;

(b) Sell, rent, lease, sublicense, resell, or otherwise provide the Product or access to the Product to any third party, except as expressly permitted by these EAP ToS;

(c) Access the Product in order to build a similar or competitive product or service, or copy any ideas, features, functions, or graphics of the Product.

More details are included in the JetBrains Acceptable Use Policy.

3.5. Your Responsibilities.

3.5.1. Account Administration and Security. You are responsible for:

(a) Users: Creating and maintaining Your JetBrains Account, managing the permissions You grant to Your Users, and being held accountable for Your and Your Users' actions and omissions while using the Product. You must immediately revoke access for any User who breaches these EAP ToS and notify Us;

(b) Confidentiality: Keeping Your usernames, passwords, and access tokens (including those used to connect to Your Data Sources) confidential and secure;

(c) Equipment: Maintaining the hardware, software, and compatible internet connection required to run the Product (including the CLI and SDK) and receive electronic deliveries; and

(d) Data Sources: Ensuring the proper functioning of the Data Sources, the correct configuration of their connectors to the Product, and ensuring that You and Your Users have all the necessary rights to establish the connection(s) and that it is conducted lawfully.

3.5.2. Inputs and Data Governance. You are solely responsible for:

(a) Data Selection: Deciding which Inputs and Data are submitted to, accessible by, or processed by the Product;

(b) Legality of Data: Ensuring that it is legal for You and Your Users to share such Data with Us or with external AI Service Providers; and

(c) Access Control: Configuring and maintaining the scope of access granted to the Product across Your Data Sources. You must ensure the Product is not granted write-access to production environments without appropriate backups and safeguards.

3.5.3. Agentic Behavior and Evaluation of Outputs. The Product integrates artificial intelligence features that, in addition to generating Outputs, may autonomously perform actions on Your systems and/or Your Data Sources ("**Agentic Behavior**").

You are solely responsible for:

(a) supervising all Agentic Behavior and its consequences, including modifications to files, code, or system configurations; and

(b) reviewing, testing, and validating all Outputs to ensure they are correct and fit for Your purposes.

The Product is a tool to assist You, not a substitute for professional judgment. We have no liability for damages or losses arising from Your reliance on the Outputs or Agentic Behavior.

3.5.6. Acceptable Use and Compliance. You agree to use the Product in accordance with the Documentation, the JetBrains Acceptable Use Policy, and all applicable laws and governmental regulations.

3.6. EAP Status and Production Use. As an Early Access Program (EAP) release, the Product is not intended for use in production environments. If You incorporate the SDK, CLI, or other parts of the Product into any production application, workflow, or service (via MCP, A2A, or otherwise), You do so at Your own risk. We disclaim all warranties and shall not be liable for any damages arising from such use. You agree to defend and indemnify Us from any claims related to the use of the Product within Your specific applications.

4. Intellectual Property Rights and Ownership

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4.1. Our Rights. We own, or have the right to use, all proprietary and intellectual property rights to the Product. This includes all Product-related 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 the Product is used, system logs, metadata derived from the Product's operation, registration and login data, and data required to provide support. With the exception of the license granted to You under these EAP ToS, nothing in these EAP ToS grants to You or any third party any right, title, or interest in or to the Product.

4.2. **You Own Your Inputs and Your Data**. As between You and Us, and to the extent permitted by applicable law, You own all proprietary and intellectual property rights to Your Inputs and Your Data transferred to or created in the Product. Every time You or Your Users submit an Input to the Product, You confirm that You have the legal right to do so and understand that You are solely responsible for the Input and all consequences of its use. You agree to indemnify Us from any liability relating to Your Inputs and Your Data (see Section 6).

4.3. **Ownership of Outputs**. The Outputs generated for You will be considered Your Data, and We will claim no right, title, or interest in them. You acknowledge that:

(a) Non-Exclusivity: Outputs are generated as a non-exclusive response to Your work; therefore, the same or similar Outputs can be generated for other customers based on similar inputs or contexts; and

(b) Third-Party Rights: Outputs are often the result of interaction with third-party large language models, and as such, may be subject to third-party rights, including open-source licenses.

4.4. **Feedback**. You give Us the right to use, change, commercialize, and incorporate into the Product any ideas, suggestions, recommendations, proposals, or other feedback You provide relating to the Product. This permission is irrevocable, perpetual, royalty-free, and sublicensable worldwide. We are not required to pay a fee for this feedback, and You acknowledge that We may incorporate such feedback into the Product for the benefit of all users.

4.5. **Third-Party Software**. You understand that the Product integrates Third-Party Software. This Third-Party Software is provided to You on the terms and conditions of the respective third parties, which You must comply with. These terms may be found at https://www.jetbrains.com/legal/third-party-software/ or in the Documentation. Nothing in these EAP ToS limits Your right to use Third-Party Software under those applicable terms.

5. Access to Inputs, Your Data, and Outputs

a) Processing of Your Inputs and Data in the Product

You give Us permission to host, store, copy, alter, utilize, parse, and display Your Data in order to provide You with the Product. More details about how We process and use Your Inputs, Data, Outputs, and suggestions are described in the Product Data Collection and Usage Notice available at: https://www.jetbrains.com/legal/docs/terms/product/_data/_collection/.

b) Access Control

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

i) To improve Our products' features based on anonymous usage data – We have the right to analyze and use anonymized behavioral data related to Your use of the Product 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 or Outputs. Where required by applicable law, such analytics data will be collected only based on your explicit consent, and you may withdraw your consent at any time through available product controls.

ii) For security reasons – Your Inputs, Data, and Outputs may be monitored by Us or our subcontractors to prevent violation of applicable Acceptable Use policies and may be stored and used for a limited period. We can access Your Inputs, Data, 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 the Product; 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, Your Data, and Outputs, and, if these laws apply, We are obliged to comply with them.

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

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

d) Confidentiality

We agree that We will keep Your Inputs, Data, and Outputs confidential. We will not disclose them to any third party, We will take commercially reasonable measures to prevent any unauthorized access to them, and We will only use them to provide You with the the Product and to exercise Our rights and comply with Our obligations under these EAP ToS or applicable law, except as expressly permitted in these EAP ToS or by You through the Product. You agree that We may engage third parties to provide a part of the Product that will have access to Your Inputs, Data, and Outputs. 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.

e) Engagement of external AI Service Providers by JetBrains

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 Service Providers”). You give Us permission to process Your Inputs and Data that We select and to share them with these AI Service Providers for the purpose of providing the Product. We will ensure that all AI Service Providers commit not to use Your Inputs, Data, and Outputs for the training of their AI models at least to the same extent as We commit not to do so under these EAP ToS. You agree that We may engage a new AI Service Provider at any time. At least thirty (30) days before such engagement, We will publish the planned change on the JetBrains Website referenced above, and You may choose to object to the new AI Service Provider. If Your objections against the new AI Service Provider are not upheld by Us, You have the right to terminate these EAP ToS by a written notice delivered to Us before the date of such change becomes effective. In such case, these EAP ToS will be terminated on the day preceding the date of the change. We remain ultimately responsible for all Our AI Service Providers.

f) Engagement of third-party language model service providers by the Customer

When the Customer connects the Product to third-party language model service providers using its own credentials, the Product will send Inputs and Data to these third-party language model service providers and create Outputs based on the outcomes they provide. The Customer is responsible for having a separate agreement with the respective third-party language model service provider, granting the Customer all necessary rights to the outcomes of the relevant service and covering any applicable fees that such third-party language model service provider may charge in connection with the use of its service. JetBrains does not take any responsibility for the Customer’s engagement of such third-party language model service providers and/or for the outcomes of their services.

The Customer’s rights to Outputs will be governed by the agreement between the Customer and its third-party language model service provider. The Customer is solely responsible for ensuring all the necessary rights to the Outputs from the third-party language model service provider. JetBrains does not claim any rights to such Outputs or their modifications within the Product.

6. Indemnification

6.1. Indemnity. If there are any claims, damages, losses, liabilities, or fees and similar expenses, including reasonable attorney fees, brought against Us, Our Affiliates, or the providers of AI Services connected to the Product that are related to any of the following claims (each defined as a ”**Claim**”):

(a) Access and Use of the Product: Your or Your Users’ access or use of the Product. This includes all activities related to Your JetBrains Account, any actions taken by Your Users, and any Agentic Behavior or automated actions initiated through Your configuration of the Product;

(b) Breach of these EAP ToS: The breach of these EAP ToS (including any applicable Acceptable Use Policy) by You or any of Your Users;

(c) Your Inputs and Outputs: Your Inputs and Outputs, or the combination of Your Inputs and Outputs with other data, infrastructure, or processes. This includes any allegation that Your Inputs and Outputs, or their use, development, design, or integration into third-party systems (via SDK, MCP, A2A, or otherwise), infringe upon the rights of a third party or violate any law; or

(d) Disagreements: Any disagreement between You, or any of Your Users, and another person or entity;

Then You agree to indemnify, defend, and hold Us and Our owners, directors, employees, agents, and representatives harmless, and to indemnify, defend, and hold Our Affiliates or the providers of AI Services and their owners, directors, employees, agents, and representatives harmless, from any and all such Claims.

6.2. **Indemnity Claims.** We will promptly let You know if someone makes a Claim. If We fail to let You know promptly, that failure will only affect Your obligation to indemnify Us to the extent that Our failure to inform You adversely affected Your ability to defend Us against the Claim.

When You are defending Us against a Claim:

(a) You can choose Your own lawyer, subject to Our written permission;

(b) If You have Our written permission, You can settle the Claim at Your discretion; however,

(c) We reserve the right to take full control of Your defense and settlement at any time if We determine it is necessary to protect Our interests.

7. **IMPORTANT – YOUR RISK AND OUR DISCLAIMERS**

(RISK) THE PRODUCT AND ANY RELATED SUPPORT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOU ACCESS AND USE THE PRODUCT AT YOUR OWN RISK.

(WARRANTIES AND REPRESENTATIONS) EXCEPT AS EXPRESSLY SET OUT IN THESE EAP ToS, WE MAKE NO REPRESENTATIONS AND GIVE NO WARRANTIES IN RELATION TO THE PRODUCT – EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. THIS INCLUDES WARRANTIES THAT:

(a) THE PRODUCT WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF HARMFUL COMPONENTS;

(b) YOUR DATA OR GENERATED CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED; AND

(c) ANY OUTPUTS GENERATED BY THE PRODUCT WILL BE ACCURATE, RELIABLE, OR CORRECT.

WE ALSO DENY ("**DISCLAIM**") ALL WARRANTIES, INCLUDING 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. WE SPECIFICALLY DISCLAIM ANY RESPONSIBILITY FOR THE PERFORMANCE, ACCURACY, OR AVAILABILITY OF ANY INFERENCE STACKS OR THIRD-PARTY MODELS UTILIZED BY THE PRODUCT.

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

(SECURITY) IT IS YOUR RESPONSIBILITY TO IMPLEMENT REASONABLE AND APPROPRIATE MEASURES TO ENSURE THE SECURITY OF YOUR ACCESS TO AND USE OF THE PRODUCT, INCLUDING THE PROTECTION OF YOUR DATA INFRASTRUCTURE FROM UNAUTHORIZED AGENTIC BEHAVIOR. IF YOU BECOME AWARE OF ANY VULNERABILITIES IN THE PRODUCT, YOU SHOULD REPORT THEM TO US WITHOUT UNDUE DELAY.

8. **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 THE PRODUCT, INCLUDING AS A RESULT OF THE CANCELLATION OR SUSPENSION OF THESE EAP ToS;

(b) OUR DECISION TO NO LONGER PROVIDE THE PRODUCT FOR BUSINESS, ECONOMIC, LEGAL, OR REGULATORY REASONS;

(c) YOUR USE OF THE PRODUCT IN A MANNER CONTRARY TO OR INCONSISTENT WITH THE DOCUMENTATION;

(d) THE COST OF PROVIDING A SUBSTITUTE FOR THE PRODUCT;

(e) ANY UNANTICIPATED OR UNSCHEDULED UNAVAILABILITY OF THE PRODUCT FOR ANY REASON;

(f) ANY INVESTMENTS, EXPENSES, OR COMMITMENTS MADE BY YOU RELATING TO THESE EAP ToS OR YOUR USE OF THE PRODUCT;

(g) ANY MODIFICATION, DELETION, DESTRUCTION, DAMAGE, LOSS, OR FAILURE TO STORE ANY OF YOUR DATA CAUSED BY AGENTIC BEHAVIOR, GENERATED CONTENT, OR YOUR CONFIGURATION OF THE PRODUCT; OR

(h) THE ACTS OR OMISSIONS OF ANY THIRD-PARTY INFERENCE STACK PROVIDER.

(MAXIMUM LIABILITY) OUR MAXIMUM, OVERALL ("**AGGREGATE**") LIABILITY RELATING TO THESE EAP ToS IS LIMITED TO FIVE (5) US DOLLARS. THIS MAXIMUM LIABILITY APPLIES REGARDLESS OF THE LEGAL BASIS FOR THE CLAIM (E.G. TORT, BREACH OF CONTRACT, OR EQUITY) AND EVEN IF THE REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

9. Temporary Suspension

We can immediately suspend Your or Your Users' right to use all or part of the Product if We have a good reason to believe that:

(a) Exceeding the usage limits – You reached or exceeded the limit of Inputs that are set by Us for Your usage of the Product (these limits may be subject to change during the EAP Term);

(b) Threats – Your or Your Users' use of the Product might adversely impact or pose a security, privacy, or legal risk to the Product or any of its parts, Us, or another person;

(c) Breach of terms – You or Your Users breached these EAP ToS, applicable law, Our policies, or someone else's rights.

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).

10. Term and Termination

10.1. Term. These EAP ToS will commence upon acceptance of these EAP ToS by You, and they will continue for the duration of the EAP Term, until it is terminated by either party according to these EAP ToS or applicable law.

10.2. Termination. We may terminate these EAP ToS by a notice sent to You in email or otherwise in writing if:

(a) You materially breached these EAP ToS 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);

(c) None of Your Users used the Product for at least three (3) calendar months in a row; or

(d) We elect to discontinue providing the Product, in whole or in part.

10.3. Termination of EAP. We may terminate the EAP and thereby also these EAP ToS at any time for convenience. We may notify You of any such termination by posting the information on the JetBrains Website or by sending an email to the email address You provided.

10.4. Withdrawal. You have the right to cease using the Product and withdraw from these EAP ToS at any time without providing any reason. In such case, You must uninstall and cease using the Product.

11. Export Control Laws

11.1. 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 are You 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.

12. Miscellaneous

12.1. 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.

12.2. Severability. If any provision of these EAP ToS 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 these EAP ToS.

12.3. Changes. From time to time, We may ask You to accept the updated version of these EAP ToS ("**Updated EAP ToS**") 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 EAP ToS either by displaying it to You in the Product, in Your JetBrains Account, or by sending the Updated EAP ToS to the email address used in Your JetBrains Account. By accepting the Updated EAP ToS or by continuing to use the Product after the effective date specified in the notification, You agree to be bound by the Updated EAP ToS instead of these EAP ToS. We respect that You may not agree to the Updated EAP ToS. If that is the case, You can withdraw from these EAP ToS before the effective date of the change by uninstalling the Product according to Section 10.4.

12.4. No Waiver. Our failure to enforce or exercise any part of these EAP ToS is not a waiver of the respective section.

12.5. No Assignment. You may not assign or otherwise transfer any right or obligation under these EAP ToS or these EAP ToS themselves to a third party without Our prior written consent.

12.6. Entire Agreement. These EAP ToS constitute 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.

12.7. Governing Law and Disputes Resolution. These EAP ToS 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. Any disputes arising out of or in connection with these EAP ToS 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 these EAP ToS unless provided otherwise by applicable consumer laws.

12.8. 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 these EAP ToS. We may also process some of Your Personal Data in connection with these EAP ToS in our capacity as a data controller in accordance with our Privacy Notice at https://www.jetbrains.com/legal/docs/privacy/privacy/. Provision of Personal Data as Input into the Product is prohibited. You are responsible for ensuring that any Personal Data processed through the Product is handled in compliance with applicable data protection laws, including ensuring an appropriate legal basis for such processing.

12.9. 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 these

EAP ToS 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 these EAP ToS. 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.