JETBRAINS USER AGREEMENT

Version 1.6, effective as of February 21, 2024

IMPORTANT! READ CAREFULLY:

THIS IS A LEGAL AGREEMENT. BY CLICKING ON 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 BECOME A PARTY TO THIS AGREEMENT, YOU DECLARE YOU HAVE THE LEGAL CAPACITY TO ENTER INTO SUCH AGREEMENT, AND YOU CONSENT TO BE BOUND BY ALL THE TERMS AND CONDITIONS SET FORTH BELOW.

1. PARTIES

1.1. "JetBrains" or "we" means JetBrains s.r.o., having its principal place of business at Na Hrebenech II 1718/8, Prague, 14000, Czech Republic, registered in the Commercial Register maintained by the Municipal Court of Prague, Section C, File 86211, ID No.: 265 02 275.

1.2. "Product Holder" means the sole proprietor or legal entity specified in the Subscription Confirmation. For legal entities, "Product Holder" includes any entity which controls, is controlled by, or is under common control with Product Holder. For the purposes of this definition, "control" means (i) the power, directly or indirectly, to direct or manage such entity, whether by contract or otherwise, or (ii) ownership of fifty percent (50%) or more of the outstanding shares or beneficial ownership of such entity.

1.3. "User" or "you" means the individual given the right to use a Product in accordance with this Agreement. For the avoidance of doubt, User is a natural person and not a corporation, company, partnership or association, or other entity or organization.

2. DEFINITIONS

2.1. "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 such 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.

2.2. "Agreement" means this JetBrains User Agreement covering use of the Product by individual Users.

2.3. "Bug Fix Update" for a particular Product Version means a software update or release that is specifically identified by JetBrains as a bug fix for that Product Version.

2.4. "Fallback Date" means the date 12 months prior to the expiration date of the Subscription.

2.5. "Fallback Version" means the most recent Product Version that JetBrains made available for public purchase prior to the Fallback Date, along with any Bug Fix Updates for that Product Version. The Fallback Version does not include any Product updates or upgrades other than Bug Fix Updates that User may have used in the period between the Fallback Date and the expiration date of User's Subscription. For more information, see our FAQ available at https://sales.jetbrains.com/hc/en-gb.

2.6. "JetBrains Account" or "JBA" means an account at https://account.jetbrains.com created by User, having a unique name and password, and enabling User to manage Subscription administration and/or access Products.

2.7. "JetBrains Website" means any website that is the property of JetBrains, including but not limited to everything hosted under the top-level domains jetbrains.com, jetbrains.net, jetbrains.org, jetbrains.ru, jetbrains.team, intellij.net, kotl.in, and kotlinlang.org.

2.8. "Machine" means a computing device used by a User for running the Product.

2.9. "Personal Data" means any information relating to an identified or identifiable natural person.

2.10. "Privacy Notice" means the JetBrains Privacy Notice available at https://www.jetbrains.com/legal/docs/privacy/privacy.html, which may be updated from time to time.

2.11. "Product" means any generally available JetBrains software intended for mass distribution which may be designated by JetBrains as part of the JetBrains Toolbox on the JetBrains Website. "Product" does not include JetBrains 'Team Tools' software and services such as Space, Code With Me, YouTrack, TeamCity, Upsource, Datalore, Hub, or any other software, services, or products that are, in JetBrains' sole discretion, subject to different terms and conditions. JetBrains does not develop Products according to Customer's specifications, nor are Products customized through modification or personalization.

2.12. "Product Version" means a release, update, or upgrade of a particular Product that is not identified by JetBrains as being made for the purpose of fixing software bugs.

2.13. "Redistributable Product" means an independent module of a Product or a standalone JetBrains development tool designated by JetBrains as "Redistributable" in its name or in its official description, such as a Software Development Kit (SDK), Application Programming Interface (API), or Command Line Tool application (CLT), and which may be subject to additional terms.

2.14. "Subscription" specifies the subscription term, Products provided to Customer, subscription fees, and payment schedules. Subscriptions do not apply to Redistributable Products.

2.15. "Subscription Confirmation" means an email confirming Product Holder's rights to access and use Products (excluding Redistributable Products), including Subscription plans, and stating the applicable use limitations for the Product (such as, for example, the number of Users and the license period).

3. GRANT OF RIGHTS

3.1. The Product is provided to Product Holder on a 'per user' basis, where Product Holder must assign a Subscription to a specific User who may deploy the Product on multiple Machines in accordance with the Product documentation. If the Product is accessed via a Floating License Server (as described in Section 6.3), the Product is provided to User on a 'per machine' basis, where the Floating License Server allocates the Subscription to a specific Machine that can only be used by one User at a time. If Product Holder and User comply with the terms of this Agreement, JetBrains grants to Product Holder and User the rights set out in this Section 3 to the extent necessary to enable Product Holder and User to effectively use the Product. All other rights remain reserved by JetBrains.

3.2. Unless the Subscription has expired or this Agreement is terminated in accordance with Section 13, and subject to the terms and conditions specified in this Agreement, JetBrains grants you the non-exclusive and non-transferable right to use each Product covered by the Subscription as stipulated below:

(A) You may:

(i) install and use any version of the Product covered by the Subscription on any operating system supported by the Product; and

(ii) make one copy of the Product solely for archival, security, and/or backup purposes.

(B) You may not:

(i) allow the same Subscription to be used concurrently by more than one (1) User, unless the Product is provided to Product Holder via a Floating License Server as specified in Section 6.3(C);

(ii) rent, lease, reproduce, modify, adapt, create derivative works of, distribute, sell, or transfer the Product;

(iii) provide a third party with access to the Product or your JetBrains Account, or the right to use the Product;

(iv) reverse-engineer, decompile, disassemble, modify, translate, or make any attempt to discover the source code of, the Product; or

(v) remove or obscure any proprietary or other notices contained in the Product.

3.3. Section 3.2 also applies to Products not covered by the Subscription, with the exception of 3.2(B)(i); provided, that for Products governed by their own specific agreements or terms of use, those shall take precedence over this Agreement to the extent of any conflict or discrepancy.

3.4. Following the expiration of this Agreement, you may be granted access to the Fallback Version of a Product covered by the Subscription of the Product Holder. In that case, the rights stipulated in Section 3.2(A) shall continue on a perpetual, royalty-free, non-exclusive, and non-transferable basis for the continued use of a Fallback Version of each Product covered by the Subscription. The limitations set forth in Section 3.2(B) of this Agreement apply to the usage of the Fallback Version, as does Section 13.5. The rights granted in this Section 3.4 are expressly contingent upon User not being in breach of this Agreement.

3.5. JetBrains has and retains all rights, title, and interest, including all intellectual property rights, in and to the Products, any and all related or underlying technology, and any modifications or derivative works of the Products, including without limitation as they may incorporate Feedback (as defined below).

3.6. If an independent module of the Product or the Product as a whole is a Redistributable Product, the following provisions shall apply in addition to Sections 3.1-3.5:

(A) You may:

(i) use the Redistributable Product without quantitative restrictions unless specified otherwise in the terms relating to the use of the particular Redistributable Product;

(ii) transfer, reproduce, redistribute, and provide access to the Redistributable Product to a third party;

(iii) sell your product containing or using the Redistributable Product to a third party, but not the Redistributable Product on its own;

(iv) redistribute the Redistributable Product onto another Machine for legitimate purposes in accordance with this Agreement and applicable law, and use the Redistributable Product on that Machine, provided that you have received authorization from the owner of that Machine to deploy and use the Redistributable Product in this way. You will indemnify JetBrains against any losses, costs, or damages arising from your deployment of the Redistributable Product onto another Machine in violation of this Section.

(B) You agree that any Redistributable Product you reproduce, redistribute, or provide a third party access to must be governed by an agreement concluded between the relevant third party as a User and JetBrains and that the third party must be bound by that agreement prior to the use of the reproduced or redistributed Redistributable Product. JetBrains is the exclusive owner and licensor of the Redistributable Product. You acknowledge that you are liable to JetBrains for any loss or damages in connection with any breach of this Section.

4. DECOMPILING RESTRICTIONS

Some of the Products may include decompiling functionality that enables reproducing source code from the original binary code. You acknowledge that binary code and source code may be protected by copyright and trademark laws. Before using such Products for decompilation purposes, you hereby agree to make sure that decompilation of binary code is not prohibited by the applicable license agreement or that you have obtained permission to decompile the binary code from the copyright owner. Using the Products is entirely optional. JetBrains neither encourages nor condones the use of the Products for decompiling purposes, and disclaims any liability for their use by User in violation of applicable laws.

5. RELATED TERMS

Due to the nature of the Products provided, usage of the Products is governed by this Agreement, the JetBrains Website Terms of Use available at https://www.jetbrains.com/legal/docs/company/useterms.html, and the Purchase Terms available at https://www.jetbrains.com/legal/docs/store/terms.

6. ACCESS TO PRODUCTS

6.1. All deliveries under this Agreement will be electronic. Product Holder and User must have an Internet connection in order to access their JetBrains Account and receive any deliveries. Product Holder and User are responsible for downloading and installing the Products, which are made available for download on the JetBrains Website.

6.2. Product Holder and User may use the JBA in accordance with the JetBrains Account Agreement available at https://www.jetbrains.com/legal/docs/agreements/jetbrains_account.html. Product Holder and User are jointly responsible for the accuracy of any information provided via, and any action taken through, the JBA.

6.3. Product Holder may enable User to activate and access Product in one of the following ways:

(A) JetBrains Account – by sending an invitation from Product Holder's JBA to a User's JBA. Product Holder and User acknowledge and agree that the Product will periodically connect from the User's Machine to JetBrains' servers via the internet to confirm the User's right to use the Product;

(B) Activation code – by generating an offline activation code in Product Holder's JBA and providing it to a User for offline Product activation. Product Holder must generate a new activation code and apply it to the Product registration interface when prompted;

(C) License server – via an application provided by JetBrains through a 'floating license server' that enables Product Holder to access the Product on a 'per machine' basis ("Floating License Server"). The Floating License Server is an option that is provided at the sole discretion of JetBrains upon written request and may be subject to separate terms and conditions.

7. PERSONAL DATA

7.1. In connection with your use of Product(s), we and our associated companies will process Personal Data of you as a User and the Product Holder (if appropriate), in particular, your contact and identification details, data about usage of our software and services, and information about your subscription and payments, for the following purposes:

7.1.1. To provide you with software, services or information;

7.1.2. To protect us from piracy and unlawful use of our software or services;

7.1.3. To improve our offerings based on usage;

7.1.4. For our internal records and to protect our rights and interests and those of other users;

7.1.5. To promote and market our software and services; and

7.1.6. To fulfil legal duties stipulated by accounting, taxation, and other laws.

You may object to the processing of your Personal Data for the purposes of 7.1.2 through 7.1.5 at any time. More detailed information about Personal Data processing for the above mentioned purposes and about your rights can be found in the Privacy Notice.

7.2. For the above purposes, JetBrains may collect, among other things, your IP address, JetBrains Account username, JetBrains Account password, first name, last name, email address, and subscription information.

7.3. On installation and execution, the Product may send JetBrains certain information, which will not contain any Personal Data, including Product version, Product edition, and information about the operating system and/or environment where the Product is installed, applicable to tools such as ReSharper™, which is a plugin to Visual Studio™. A unique ID, which does not contain any Personal Data, is also used to distinguish instances. The Product can also check for available updates, as well as available updates for plugins or components. In addition, it can check for subscription validation, by either using the subscription key or your JetBrains Account details. Some Products can also use subscription information to inform you of the availability of applicable updates.

7.4. If you opt in to anonymous data collection through the Product, the Product may electronically send anonymous information to JetBrains related to your usage of the Product features. This information may include, but is not limited to, frameworks, file templates being used in the IDEs, actions invoked, and other interactions with Product features. This information will contain neither source code nor your Personal Data, nor information about your JetBrains Account.

7.5. JetBrains is not responsible for any processing of Personal Data accidentally sent to JetBrains by the User.

7.6. You shall keep your Personal Data up-to-date, update the information, or if any inconsistencies arise report such inconsistencies to JetBrains.

8. FEEDBACK

You have no obligation to provide us with ideas, suggestions, or proposals ("Feedback"). However, if you submit Feedback to us, then you grant us a non-exclusive, worldwide, royalty-free license that is sub-licensable and transferable, to make, use, sell, have made, offer to sell, import, reproduce, publicly display, distribute, modify, or publicly perform the Feedback in any manner without any obligation, royalty, or restriction based on intellectual property rights or otherwise.

9. THIRD-PARTY SOFTWARE

The Products include code and libraries licensed to us by third parties, including open source software ("Third-Party Software"). A list of Third-Party Software included in each Product is available in the respective Product documentation and/or at https://www.jetbrains.com/legal/third-party-software. All Third-Party Software is provided to Product Holder and User under the respective terms stipulated in the Product documentation.

10. SUBSCRIPTION TRIAL

10.1. Subject to the terms of this Agreement, User is granted a one-time right to install and use each major version of a Product covered by the Subscription for evaluation purposes, without charge, for a period of thirty (30) days (or such other period as may be specified in the official Product documentation) from the date of Product installation ("Evaluation Period"). User's use of the Product during the Evaluation Period shall be limited to internal evaluation and testing of the Product for the sole purpose of determining whether the Product meets User's requirements and whether User wishes to continue using the Product.

10.2. User may end the Evaluation Period at User's sole discretion any time. Upon the expiration of the Evaluation Period, User's right to continue using the Product will terminate, unless User purchases a Subscription to the Product. Each Product contains a feature that will automatically disable the Product upon the expiration of the Evaluation Period.

10.3. The limitations contained in this Section 10 do not apply to the use of Redistributable Products, which may be used for the term of this Agreement.

11. WARRANTY LIMITATIONS

11.1. ALL PRODUCTS ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE PRODUCTS IS AT YOUR OWN RISK.

11.2. JETBRAINS MAKES NO WARRANTY AS TO THE PRODUCTS' USE OR PERFORMANCE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, JETBRAINS (AND ITS AFFILIATES, SHAREHOLDERS, AGENTS, DIRECTORS, AND EMPLOYEES), ITS LICENSORS, SUPPLIERS (INCLUDING THE PROVIDERS OF THIRD PARTY SOFTWARE), AND RESELLERS (COLLECTIVELY HEREUNDER, "JETBRAINS PARTIES") 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 PRODUCTS AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES.

11.3. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, JETBRAINS PARTIES DO NOT REPRESENT OR WARRANT THAT THE PRODUCTS: (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) ARE FREE OF DEFECTS OR ERRORS AND THAT ANY, IF FOUND, WILL BE CORRECTED; AND/OR (E) ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

11.4. ANY CONTENT OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE PRODUCTS ARE DOWNLOADED AT YOUR OWN RISK; YOU AGREE YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY AND/OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD.

11.5. YOU MAY HAVE OTHER RIGHTS, WHICH MAY NOT BE LIMITED OR EXCLUDED AND WHICH MAY VARY FROM JURISDICTION TO JURISDICTION. THIS DOCUMENT IS NOT INTENDED TO NEGATIVELY AFFECT SUCH RIGHTS.

12. DISCLAIMER OF DAMAGES

12.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL JETBRAINS PARTIES BE LIABLE TO YOU, YOUR AFFILIATES, USERS, OR ANYONE ELSE FOR: (A) ANY LOSS OF USE, DATA, GOODWILL, OR PROFITS, WHETHER OR NOT FORESEEABLE; (B) ANY LOSS OR DAMAGES IN CONNECTION WITH TERMINATION OR SUSPENSION OF YOUR ACCESS TO THE PRODUCTS IN ACCORDANCE WITH THIS AGREEMENT; OR (C) ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHATSOEVER (EVEN IF THE RELEVANT JETBRAINS PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES), INCLUDING THOSE (X) RESULTING FROM LOSS OF USE, DATA, OR PROFITS, WHETHER OR NOT THEY ARE FORESEEABLE, (Y) BASED ON ANY THEORY OF LIABILITY, INCLUDING BREACH OF CONTRACT OR WARRANTY, STRICT LIABILITY, NEGLIGENCE, OR OTHER TORTIOUS ACTION, OR (Z) ARISING FROM ANY OTHER CLAIM ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF OR ACCESS TO THE PRODUCTS OR SUPPORT. THIS LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

12.2. THE TOTAL LIABILITY OF THE JETBRAINS PARTIES IN ANY MATTER ARISING OUT OF OR IN RELATION TO THIS AGREEMENT IS LIMITED TO THE GREATER OF (A) TEN (10) US DOLLARS OR (B) THE AGGREGATE AMOUNT PAID OR PAYABLE BY PRODUCT HOLDER OR USER DURING THE THREE-MONTH PERIOD PRECEDING THE EVENT, FOR THE PRODUCTS GIVING RISE TO THE LIABILITY. THIS LIMITATION WILL APPLY EVEN IF THE JETBRAINS PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF LIABILITY EXCEEDING SUCH AN AMOUNT AND NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

13. TERM AND TERMINATION

13.1. The term of this Agreement will commence upon acceptance of this Agreement by User as set forth in the preamble above, and it will continue for each Product covered by a Subscription through the end of the applicable Subscription period specified in the respective Subscription Confirmation, or until terminated for Products not covered by a Subscription (unless specified otherwise by specific terms governing the use of such Product).

13.2. You may terminate this Agreement at any time via your JetBrains Account. If such termination occurs during a Subscription period, this Agreement will continue to be effective until the end of that Subscription period. In the case of Redistributable Products or Products not covered by a Subscription, User may terminate this Agreement with immediate effect by notifying JetBrains of such termination, discontinuing use of such Products and deleting all copies of such Products from its Machines and archives (notwithstanding anything else in this Agreement).

13.3. JetBrains may terminate this Agreement and the associated Subscription if:

(A) User has materially breached this Agreement and fails to remedy the breach within thirty (30) days of written notice;

(B) JetBrains is required to do so by law (for example, where the provision of the Product to User is, or becomes, unlawful); or

(C) JetBrains elects to discontinue providing the Product, in whole or in part.

13.4. JetBrains will make reasonable efforts to notify User via email (to the email address of the billing or technical contact provided by User or Product Holder) as follows:

(A) Thirty (30) days prior to termination of the Agreement in the event specified in Section 13.3(C);

(B) Three (3) days prior to termination of the Agreement in the event specified in Section 13.3(B).

13.5. Survival. Upon the expiration or termination of this Agreement, Sections 8, 9, 11, 12, and 16 of this Agreement survive. Upon the expiration or termination of this Agreement by User under Section 13.2, if User elects to use a

Fallback Version in accordance with Section 3.4., these Sections will also survive with respect to the Fallback Version, in addition to Section 3.4.

14. TEMPORARY SUSPENSION

14.1. JetBrains reserves the right to suspend User's access to JetBrains Products if:

(A) Product Holder fails to pay Subscription fees on time;

(B) Product Holder's or User's use of Product is in violation of this Agreement or disrupts or imminently threatens the security, integrity, or availability of a Product.

14.2. If JetBrains suspends User's access to Products for non-payment in accordance with Section 14.1(A), Product Holder must pay all past due amounts in order to resume access to Product.

15. EXPORT REGULATIONS

15.1. User 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 United States. User declares and warrants that it is not a person targeted by Sanctions, nor is it otherwise owned or controlled by or acting on behalf of any entity or person targeted by Sanctions. User agrees that it 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.

15.2. User must immediately report any concerns of non-compliance regarding Sanctions to compliance@jetbrains.com, legal@jetbrains.com, or ethics@jetbrains.com, and cooperate with JetBrains in its efforts to verify and ensure compliance with Sanctions.

16. GENERAL

16.1. **Entire Agreement**. The following documents are part of ('incorporated into') this Agreement: the JetBrains Privacy Notice, available at https://www.jetbrains.com/legal/docs/privacy/privacy.html, the Data Processing Addendum (if applicable) at https://www.jetbrains.com/legal/dpa, and the JetBrains Terms and Conditions of Purchase, available at https://www.jetbrains.com/legal/docs/store/terms. Together, these documents form the entire agreement and replace any previous agreement between you and us in relation to its subject matter. Except as expressly mentioned, this Agreement does not apply or give rights to anyone else ('no third-party beneficiaries'). No purchase order, Product Holder terms, or other document that purports to modify or supplement this Agreement will vary the terms of this Agreement unless signed by User and JetBrains.

16.2. **Reservation of Rights**. JetBrains reserves the right at any time to cease its 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. Nothing in this Agreement limits any rights a consumer may have under applicable consumer protection laws.

16.3. **Changes to this Agreement**. The Agreement can be updated from time to time to reflect changes in the Product and how it is offered to you.

(A) If this happens, we will update the terms on the JetBrains Website and let you know either:

(i) by displaying them to you in the Product;

(ii) in your JetBrains Account; or

(iii) by sending the updated version to the email address used in your JetBrains Account.

(B) Any updated Agreement will start ('be effective') on the date specified in the updated Agreement. By continuing to use the Product after the effective date, you agree to be bound by the modified Agreement.

(C) We respect that you may not agree to the updated Agreement. If that is the case, you can terminate your Subscription any time up to 30 days after the effective date of the updated Agreement. Termination according to this Section entitles you to a pro-rata refund of the pre-paid unused Subscription fees.

(D) If you are using a Fallback Version and object to the update to the Agreement, you can continue using the Fallback Version under the previously applicable terms.

16.4. **Opportunity to Review**. Customer declares that it has had sufficient opportunity to review this Agreement, understand the content of all of its sections, negotiate its terms, and seek independent professional legal advice before entering into it. Consequently, any statutory "form contract" ("adhesion contract") regulations shall not be applicable to this Agreement.

16.5. **Severability**. If a particular term of this Agreement is not enforceable, the unenforceability of that term will not affect any other terms of this Agreement.

16.6. **Interpretation**. Headings and titles are for convenience only and do not affect the interpretation of this Agreement. Terms such as "including" are not exhaustive.

16.7. **No Waiver**. Our failure to enforce or exercise any part of this Agreement is not a waiver of that section.

16.8. **Notice**. JetBrains may deliver any notice to User via electronic mail to an email address provided by User, or via User's JetBrains Account, registered mail, personal delivery, or reputable express courier (such as DHL, FedEx, or UPS). Any such notice will be deemed to be effective (i) on the day the notice is sent to User via email, (ii) upon being uploaded to User's JetBrains Account (irrespective of when User actually receives it), (iii) upon personal delivery, (iv) one (1) day after deposit with an express courier, or (v) five (5) days after deposit in the mail, whichever occurs first.

16.9. **Governing Law**. This Agreement is governed by the laws of the Czech Republic, without reference to conflict of laws principles and specifically excluding the United Nations Convention on Contracts for the International Sale of Goods. The Parties to the agreement constituted by this Agreement undertake to use best commercial efforts to amicably settle any disputes arising hereunder ("Dispute").

16.10. **Dispute Resolution**. Should the parties to this Agreement fail to settle a Dispute amicably, the Dispute will be excluded from the jurisdiction of general courts and the Dispute 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 arbitrators in accordance with the Rules of that Arbitration Court, and the language of the proceedings will be English; if you are a consumer, we both agree that any Dispute-related litigation may only be brought in, and shall be subject to the jurisdiction of, any competent court of the Czech Republic, unless provided otherwise by applicable consumer law. Consumer Disputes can also be settled out of court through the Czech Trade Inspection Authority (www.coi.cz) or the European Commission's online platform for dispute resolution (ec.europa.eu/consumers/odr).

16.11. **Data Privacy**. By accepting this Agreement, User acknowledges that JetBrains will process personal data in accordance with JetBrains' Privacy Notice (available at https://www.jetbrains.com/company/privacy.html). Unless you have signed an individual data processing addendum with JetBrains, the JetBrains data processing addendum available at https://www.jetbrains.com/legal/dpa applies.

16.12. **Force Majeure**. Neither party to this Agreement shall be in breach of this Agreement, or otherwise liable to the other, by reason of any delay in performance, or non-performance, of any of its obligations under this Agreement (except payment obligations), arising directly from an act of God, fire, flood, natural disaster, act of terrorism, strike, lock-out, labor dispute, public health emergency, civil commotion, riot, or act of war.

16.13. **Children and minors**. If you are under 18 years old, then by entering into this Agreement you explicitly stipulate that (i) you have legal capacity to conclude this Agreement or that you have valid consent from a parent or legal guardian to do so and (ii) you understand the JetBrains Privacy Notice. You may not enter into this Agreement if you are under 13 years old. IF YOU DO NOT UNDERSTAND THIS SECTION, DO NOT UNDERSTAND THE JETBRAINS Privacy Notice, OR DO NOT KNOW WHETHER YOU HAVE THE LEGAL CAPACITY TO ACCEPT THESE TERMS, PLEASE ASK YOUR PARENT OR LEGAL GUARDIAN FOR HELP.

For further information, please contact us at legal@jetbrains.com.