

# TOOLBOX SUBSCRIPTION LICENSE AGREEMENT FOR BUSINESS AND ORGANIZATIONS

Version 2, effective as of September 9<sup>th</sup>, 2016

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## 2. DEFINITIONS

2.1. “Agreement” means this Toolbox Subscription License Agreement.

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2.3. “Client” means a computer device used by User for running Product.

2.4. “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.

2.5. “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.

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2.11. “Toolbox Subscription” specifies the subscription term, the set of Products covered by this Agreement, subscription fees and payment schedules.

2.12. “User” means any employee, independent contractor or other temporary worker authorized by Licensee to use Software while performing duties within the scope of their employment or assignment.

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## **12. TERM AND TERMINATION**

12.1. The term of this Agreement will commence upon acceptance of this Agreement by Licensee as set forth in the preamble above, and will continue for each Product through the end of the applicable subscription period specified in the respective Subscription Confirmation. This Agreement will automatically renew with respect to each Product for a successive Toolbox Subscription term, unless terminated as set forth herein.

12.2. Licensee may terminate this Agreement at any time by cancelling a subscription via JetBrains Account. If such termination occurs during a then-current subscription period, this Agreement will continue to be effective until the end of that subscription period. Such termination does not relieve Licensee of the obligation to pay any outstanding subscription fees owed to JetBrains, and no credits or refunds will be issued to Licensee for prepaid subscription fees (except as specified in JetBrains Terms of Purchase, if applicable).

12.3. JetBrains may terminate this agreement if:

- (A) Licensee has materially breached this Agreement and fails to cure such breach within thirty (30) days of written notice thereof;
- (B) Licensee fails to make the timely payment of subscription fees;
- (C) JetBrains is required to do so by law (for example, where the provision of the JetBrains Toolbox to Licensee is, or becomes, unlawful); or
- (D) JetBrains elects to discontinue to provide JetBrains Toolbox, in whole or in part.

12.4. JetBrains will make reasonable efforts to notify Licensee via email as follows:

- (A) Thirty (30) days prior to termination of the Agreement in the events specified in Clauses 12.3(C) and 12.3(D) above, and in such events Licensee will be entitled to refund of unused portion of prepaid subscription fees, if applicable;
- (B) Three (3) days prior to termination of the Agreement in the event specified in Clause 12.3(B), and in such event Licensee will not be entitled to any refund of unused portion of prepaid subscription fees.

12.5. Survival. Upon the expiration or termination of this Agreement by Licensee under Section 12.2, and if Licensee elects to use the Fallback Version Licensee subject to Section 3.3 of this Agreement, Sections 3.3, 7, 8, 10 and 11 of this Agreement will survive.

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16.3. Changes to this Agreement. We may update or modify this Agreement from time to time, including any referenced policies and other documents. If a revision meaningfully reduces Licensee's rights, we will use reasonable efforts to notify Licensee (by, for example, sending an email to the billing or technical contact provided by Licensee to us, posted on our blog, through JetBrains Account, or via the Product itself). If we modify Agreement, the modified version of Agreement will be effective upon the next Toolbox Subscription term. In this case, if Licensee objects to the updated Agreement terms, as Licensee's exclusive remedy, Licensee may cancel Toolbox Subscription. Licensee may be required to click through the updated Agreement to show the acceptance. For the avoidance of doubt, any Subscription Confirmation is subject to the version of the Agreement in effect on the Subscription Confirmation date.

16.4. Opportunity to Review. Licensee hereby declares that Licensee has had sufficient opportunity to review this Agreement, understand the content of all of its clauses, negotiate its terms, and seek independent professional legal advice in that respect before entering into it. Consequently, any statutory “form contracts” (“adhesion contracts”) regulations shall not be applicable to this Agreement.

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

16.6. Headings. Headings and titles are for convenience only and do not affect the interpretation of this Agreement.

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

16.8. Notice. JetBrains may deliver any notice to Licensee via electronic mail to an email address provided by Licensee, JetBrains Account, registered mail, personal delivery or renowned 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 Licensee via email, (ii) upon being uploaded to JetBrains Account (irrespective of when Licensee actually receives it), (iii) upon personal delivery, (iv) one (1) day after deposit by express courier, (v) or five (5) days after deposit in the mail, whichever occurs first.

16.9. Governing Law. This Agreement will be governed by the laws of Czech Republic, without reference to conflict of laws principles. Licensee agrees that any litigation relating to this Agreement may only be brought in, and will be subject to the jurisdiction of, any relevant competent court of Czech Republic.

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

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