

# TOOLBOX SUBSCRIPTION LICENSE AGREEMENT FOR OPEN SOURCE PROJECTS

Version 3, Effective as of September 9<sup>th</sup>, 2016

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## **10. TERM AND TERMINATION**

10.1. 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 can be renewed under the terms set forth in Section 6 of this Agreement with respect to a Product for a successive Toolbox Subscription term, unless terminated as set forth herein.

10.2. You may terminate this Agreement at any time by cancelling the subscription for one or more Products via Your 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.

10.3. JetBrains may terminate this agreement if:

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

(C) JetBrains elect to discontinue to provide JetBrains Toolbox, in whole or in part.

10.4. JetBrains will make reasonable effort to notify Licensee via an email as follows:

(A) Thirty (30) days prior to termination of the Agreement in the events specified in Clauses 10.3(B) and 10.3(C) above;

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

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

12.7. Governing Law. This Agreement will be governed by the laws of Czech Republic, without regard 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.

12.8. You declare that You have 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.

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