

TOOLBOX SUBSCRIPTION LICENSE AGREEMENT FOR OPEN SOURCE PROJECTS

Version 3, Effective as of September 9th, 2016

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- 1.2. “Licensee” or “You” means an open source development group specified in the Subscription Confirmation.

2. DEFINITIONS

- 2.1. “Agreement” means this Agreement.
- 2.2. “Product” for the purposes of this Agreement means any software provided under JetBrains Toolbox.
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4.4. All deliveries under this Agreement will be electronic. You must have an Internet connection in order to access Your JetBrains Account and to receive any deliveries. For the avoidance of doubt, You are responsible for Product download and installation.

5. LICENSE RENEWAL

5.1. Licensee may renew its license for another year by submitting a written request to Licensor 30 (thirty) days prior to the license expiration date.

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9.2. OUR TOTAL LIABILITY IN ANY MATTER ARISING OUT OF OR RELATED TO THIS AGREEMENT IS LIMITED TO TEN (10) US DOLLARS. THIS LIMITATION WILL APPLY EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THE LIABILITY EXCEEDING THE AMOUNT AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

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:

(A) Licensee has materially breached this Agreement and fails to cure such breach within thirty (30) days of written notice thereof;

(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;

11. EXPORT REGULATIONS

Licensee shall comply with all applicable laws and regulations with regards to: economic sanctions; export controls; import regulations; and trade embargoes (“Sanctions”), including those of the European Union and United States (specifically the Export Administration Regulations (EAR)). Licensee acknowledges that it is not a person targeted by Sanctions nor is it otherwise owned or controlled by or acting on behalf of any person targeted by Sanctions. Further, Licensee acknowledges that it will not download or otherwise export or re-export Software or any related technical data directly or indirectly to any person targeted by Sanctions or download or otherwise use Software for any end-use prohibited or restricted by Sanctions.

12. GENERAL

12.1. Entire Agreement. This Agreement, including the Third-Party Software license terms, constitutes the entire agreement between the parties concerning its subject matter and supersedes any prior agreements between You and JetBrains regarding Your use of any JetBrains software covered by JetBrains Toolbox. No purchase order, other ordering document or any handwritten or typewritten text which purports to modify or supplement the printed text of this Agreement or any schedule will add to or vary the terms of this Agreement unless signed by both Licensee and JetBrains.

12.2. Reservation of Rights. JetBrains reserves the right at any time to cease the support of JetBrains Toolbox and to alter prices, features, specifications, capabilities, functions, licensing terms, release dates, general availability or other characteristics of JetBrains Toolbox.

12.3. 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 Your rights, We will use reasonable efforts to notify You (by, for example, sending an email to the billing or technical contact You provide to us, posting on our blog, through Your 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 You object to the updated Agreement terms, as Your exclusive remedy, You may cancel Toolbox Subscription. You may be required to click through the updated Agreement to show Your acceptance. For the avoidance of doubt, any Subscription Confirmation is subject to the version of the Agreement in effect on the Subscription Confirmation date.

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

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.

12.9. 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.

For exceptions or modifications to this Agreement, please contact JetBrains at:
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Fax: +420 241 722 540
Email: sales@jetbrains.com