TOOLBOX SUBSCRIPTION AGREEMENT FOR NON-COMMERCIAL USE

Version 3.0, effective as of December 16, 2025

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 PURCHASE, OR BY DOWNLOADING, INSTALLING, COPYING, SAVING ON YOUR DEVICE, OR OTHERWISE USING JETBRAINS SOFTWARE, SUPPORT, OR PRODUCTS, YOU BECOME A PARTY TO THIS AGREEMENT, YOU DECLARE YOU HAVE THE LEGAL CAPACITY TO ENTER INTO THIS AGREEMENT, AND YOU CONSENT TO BE BOUND BY ALL THE TERMS AND CONDITIONS SET FORTH BELOW.

JetBrains and Customer may each also be referred to individually as a "Party" or jointly as the "Parties".

1. PARTIES

1.1. "Customer" or "you" means the individual specified in the Subscription Confirmation who is at least 13 years old. For the avoidance of doubt, Customer is a natural person and not a corporation, company, partnership, association, or other entity or organization.

1.2. "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.

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 the 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 Toolbox Subscription Agreement for Non-Commercial Use.

2.3. "Commercial Use" means any use of the Product to develop commercial products (products distributed or made available for a fee or used as part of the Customer's business activity) or to provide paid services. Creation of audiovisual content, where the use of Product is only demonstrated by the Customer for educational or other purposes, is not considered Commercial Use, even if the content is made available to the public for a fee, indirect profit, or otherwise in the context of the Customer's business activity.

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

2.5. "Machine" means a computing device used by a Customer to run the Product.

2.6. "Non-Commercial Use" means any use that does not fall under the Commercial Use.

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

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

2.9. "Subscription" specifies the subscription term and Products provided to a Customer.

2.10. "Subscription Confirmation" means an email confirming a Customer's rights to access and use Products, including Subscription plans, and stating the applicable use limitations for the Product.

3. GRANT OF RIGHTS

3.1. Each Product is provided to the Customer on a 'per user' basis, where the Customer may deploy the Product on multiple Machines in accordance with the Product documentation, provided that such Customer remains the sole user of the Product.

3.2. Unless the Subscription has expired or this Agreement is terminated in accordance with Section 11, and subject to the terms and conditions specified in this Agreement, JetBrains grants you free of charge the non-exclusive and non-transferable right to use each Product covered by the Subscription for a period of one (1) year as stipulated below:

(A) You may:

(i) install and use any version of the Product covered by the Subscription on any number of Machines and on any operating system supported by the Product, solely for Non-Commercial Use; 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 another user apart from yourself;

(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;

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

(vi) use the Product in a manner that would constitute the Commercial Use.

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

4. DATA COLLECTION AND COMPLIANCE MONITORING

4.1. The Product licensed under this Agreement collects in the default mode certain usage data and data related to your interaction with the Product, including detailed code-related data. More details about this data collection can be found at https://www.jetbrains.com/legal/docs/terms/product_data_collection/. You agree that by your decision to use the Product with the activated data collection, you give JetBrains a consent to collect the data and use it to analyze your use of the Product and to improve JetBrains products and services. If you do not want to send JetBrains detailed code-related data for this purpose, you can deactivate collection of this type of data in the Product settings.

4.2. JetBrains may periodically check whether you comply with the restrictions set out in Section 3 of this Agreement. Exclusively for this purpose, the Product may electronically send certain information to JetBrains. This information may include but is not limited to frameworks, file templates used in the Product, actions invoked, and other interactions with the Product's features. Additionally, upon JetBrains' request, you agree to provide JetBrains with any further assistance reasonably needed to verify your compliance with these restrictions..

5. ACCESS TO PRODUCTS

5.1. All deliveries under this Agreement will be electronic. You must have an internet connection in order to access your JetBrains Account and receive any deliveries. You are responsible for downloading and installing the Products, which are made available for download on the JetBrains website at https://www.jetbrains.com/.

5.2 You may use a JBA in accordance with the JetBrains Account Agreement available at https://www.jetbrains.com/legal/docs/agreements/jetbrains_account/. You are solely responsible for the accuracy of any information provided via, and any action taken through, your JBA.

5.3 You may activate and access Products through your JetBrains Account. You acknowledge and agree that the Product will periodically connect from a Machine to JetBrains' servers via the internet to confirm your right to use the Product.

6. SUBSCRIPTION RENEWAL

6.1. You may renew your Product Subscription for another year by submitting a written request to JetBrains 30 (thirty) days prior to the end of the Subscription period.

6.2. If not agreed otherwise in writing between JetBrains and you, in the event of subscription renewal, the relationship between the Parties shall be governed and amended (if applicable) by the terms and conditions of the Subscription agreement covering use of the Product available at https://www.jetbrains.com/ on the day of Subscription renewal.

7. 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.

8. 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/?product=AC. All Third-Party Software is provided to you under the respective terms stipulated in the Product documentation.

9. WARRANTY LIMITATIONS

9.1. ALL PRODUCTS ARE PROVIDED TO CUSTOMER ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE PRODUCTS IS AT CUSTOMER'S OWN RISK.

9.2. 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) AND 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.

9.3. 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 ANY CUSTOMER 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.

9.4. ANY CONTENT OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE PRODUCTS ARE DOWNLOADED AT CUSTOMER'S OWN RISK; CUSTOMER AGREES THEY ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO THEIR PROPERTY AND/OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD.

9.5. CUSTOMER 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.

10. DISCLAIMER OF DAMAGES

10.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL JETBRAINS PARTIES BE LIABLE TO CUSTOMER OR ANYONE ELSE FOR: (A) ANY LOSS OF USE, DATA, GOODWILL, OR PROFITS, WHETHER OR NOT THEY ARE FORESEEABLE; (B) ANY LOSS OR DAMAGES IN CONNECTION WITH TERMINATION OR SUSPENSION OF CUSTOMER'S 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 CUSTOMER'S 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.

10.2. 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 CUSTOMER 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.

11. TERM AND TERMINATION

11.1. The term of this Agreement will commence upon acceptance of this Agreement by Customer as set forth in the preamble above, and it will continue for each Product through the end of the Subscription period. The Subscription can be renewed under the terms set forth in Section 6 of the Agreement with respect to each Product for a successive Subscription period, unless terminated in accordance with this Agreement.

11.2. You may terminate this Agreement at any time by canceling your Product Subscription 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.

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

(A) Customer 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

Customer is, or becomes, unlawful); or

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

11.4. JetBrains will make reasonable efforts to notify Customer via email (to the email address or technical contact provided by Customer) thirty (30) days prior to termination of the Agreement in the events specified in Sections 11.3 (B) and 11.3 (C) above.

11.5. If JetBrains reasonably believes that:

(A) the use of any Product by Customer is unauthorized or fraudulent;

(B) information provided to JetBrains by Customer in connection with this Agreement is incomplete, inaccurate, legally invalid, or unverifiable; or

(C) Customer has breached Section 3 or 4 of this Agreement;

then JetBrains may terminate this Agreement on the provision of seven (7) days' notice to Customer ("Notice Period"). From the date of such termination notice until the expiry of the Notice Period, JetBrains may immediately suspend Customer's access to the Products. During the Notice Period, Customer may object to the termination in writing and must provide any information reasonably requested by JetBrains.

11.6. Upon the expiration or termination of this Agreement, Sections 7, 8, 9, 10, 13, and 14 of this Agreement survive.

12. TEMPORARY SUSPENSION

JetBrains reserves the right to suspend Customer's access to JetBrains Products if Customer's use of a Product is in violation of this Agreement or disrupts or imminently threatens the security, integrity, or availability of a Product.

13. EXPORT REGULATIONS

13.1. Customer 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. Customer declares and warrants that they are not a person targeted by Sanctions nor is it otherwise acting on behalf of any entity or person targeted by Sanctions. Customer agrees that they 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.

13.2. The Customer 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.

14. GENERAL

14.1. **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/, 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, Customer terms, or other document that purports to modify or supplement this Agreement will vary the terms of this Agreement unless signed by the Customer and JetBrains.

14.2. **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.

14.3. **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) by displaying them to you 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.

14.4. **Opportunity to Review**. You declare that you have 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" or "adhesion contract" regulations shall not be applicable to this Agreement.

14.5. **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.

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

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

14.8. **Notice**. JetBrains may deliver any notice to the Customer via electronic mail to an email address provided by such Customer, or via such Customer'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 the Customer via email, (ii) upon being uploaded to the Customer's JetBrains Account (irrespective of when Customer 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.

14.9. **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 undertake to use best commercial efforts to amicably settle any disputes arising hereunder ("Dispute").

14.10. **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 (https://www.coi.cz/) or the European Commission's online platform for dispute resolution (https://ec.europa.eu/consumers/odr/main/).

14.11. **Force Majeure**. Neither Party 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.

14.12. **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 available at: https://www.jetbrains.com/legal/docs/privacy/privacy/. 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.