

License Agreement for JetBrains Rider SDK

Version 1.3, effective as of June 24, 2024

IMPORTANT! READ CAREFULLY: THIS IS A LEGAL AGREEMENT. BY DOWNLOADING, INSTALLING, COPYING, SAVING ON YOUR COMPUTER, OR OTHERWISE USING JETBRAINS SOFTWARE, SERVICES OR PRODUCTS, LICENSEE IS BECOMING A PARTY TO THIS AGREEMENT AND LICENSEE IS CONSENTING TO BE BOUND BY ALL THE TERMS AND CONDITIONS SET FORTH BELOW.

IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU SHOULD NOT DOWNLOAD, INSTALL AND USE THE SOFTWARE.

1. PARTIES

(a) “Licensor” means JetBrains s.r.o., having its principal place of business at Na hřebenech II 1718/8, Prague, 14000, Czech Republic, registered with Commercial Register kept by the Municipal Court of Prague, Section C, file 86211, ID.Nr.: 265 02 275.

(b) “Licensee” means an individual or a legal entity entering into and exercising rights under this Agreement or future versions thereof. For the purposes hereunder, Licensee includes any entity that controls, is controlled by, or is under common control with Licensee. For purposes of this definition, “control” means (i) the power, direct or indirect, to cause the direction or management of such an entity, whether by contract or otherwise; or (ii) ownership of fifty percent (50%) or more of the controlling shares or beneficial ownership of such an entity. Licensee is also referred to herein as “You”.

2. DEFINITIONS

“SDK” means the JetBrains Rider Software Development Kit and specifically including any associated JetBrains Rider software files, documentation, software code or other materials made available by Licensor and any third-party software programs that are owned and licensed by parties other than Licensor and that are either integrated with or made part of the SDK (collectively, “Third-Party Software”).

3. OWNERSHIP

SDK is the property of Licensor or its suppliers. SDK is licensed, not sold. Title and copyrights to SDK, in whole and in part and all copies thereof, and all modifications, enhancements, derivatives and other alterations of SDK regardless of who made any modifications, if any, are, and will remain, the sole and exclusive property of Licensor and its suppliers.

4. GRANT OF LICENSE

(a) Subject to the terms of this License Agreement, Licensor grants You a limited, worldwide, royalty-free, non-transferable and non-exclusive license to use the SDK solely to design, develop and test plug-ins to JetBrains Rider Software.

(b) Except to the extent required by applicable third-party licenses, You may not copy (except for backup purposes), modify, adapt, redistribute, decompile, reverse-engineer, disassemble, or create derivative works of the SDK or any part of the SDK.

(c) Use, reproduction and distribution of components of the SDK licensed under an open-source software license are governed solely by the terms of that open source software license and not this License Agreement.

(d) You agree that the form and nature of the SDK that Licensor provides may change without prior notice to You, and that future versions of the SDK may be incompatible with applications developed on previous versions of the SDK.

(e) Nothing in this License Agreement grants You a right to use any of Licensor’ trade names, trademarks, service marks, logos, domain names, or other distinctive brand features.

(f) You agree that You will not remove, obscure, or alter any proprietary rights notices (including copyright and trademark notices) that may be affixed to or contained within the SDK.

5. USE OF THE SDK BY YOU

(a) Licensor agrees that it obtains no right, title or interest from You (or Your licensors) under this License Agreement in or to any software applications that You develop using the SDK, including any intellectual property rights that subsist in those applications.

(b) You agree to use the SDK and write applications only for purposes that are permitted by (i) this License Agreement and (ii) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions (including any laws regarding the export of data or software).

(c) You agree that You will not engage, or permit or encourage any third-party, in any activity with the SDK that would constitute a breach of JetBrains Rider Software license terms and conditions.

(d) You agree that You are solely responsible for (and that Licensor has no responsibility to You or to any third party for) any breach of Your obligations under this License Agreement, any applicable third-party contract or terms of service, or any applicable law or regulation, and for the consequences (including any loss or damage which Licensor or any third party may suffer) of any such breach.

6. THIRD-PARTY SOFTWARE LICENSE

(a) Third-Party Software is licensed to You in accordance with any separate license agreement(s) included with the SDK, and subject to any restrictions set forth herein. You agree to abide by the terms and conditions of the Third-Party Software license agreements. Licensor will have no responsibility with respect to any Third-Party Software, and You will look solely to the licensor(s) of the Third-Party Software for any remedy. Licensor claims no right in the Third-Party Software, and the same is owned exclusively by the licensor(s) of the Third-Party Software.

(b) LICENSOR PROVIDES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, WITH RESPECT TO ANY THIRD-PARTY SOFTWARE.

7. LIMITED WARRANTY

(a) YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SDK IS AT YOUR SOLE RISK AND THAT THE SDK IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND FROM LICENSOR.

(b) YOUR USE OF THE SDK AND ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SDK IS AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM SUCH USE.

(c) LICENSOR FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

8. DISCLAIMER OF DAMAGES

(a) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR OR ITS AFFILIATES, LICENSORS, SUPPLIERS OR RESELLERS BE LIABLE TO LICENSEE UNDER ANY THEORY FOR ANY DAMAGES SUFFERED BY LICENSEE OR ANY USER OF SDK, OR FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR SIMILAR DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER)

ARISING OUT OF THE USE OR INABILITY TO USE SDK, OR THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

(b) IN ANY CASE, LICENSOR'S ENTIRE LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY LICENSEE FOR SDK UNDER THIS AGREEMENT OR FIVE (5) USD, WHICHEVER IS GREATER.

9. EXPORT REGULATIONS

Licensee agrees and accepts that Rider SDK may be subject to import and export laws of any country, including those of the European Union and United States (specifically the Export Administration Regulations (EAR)). Licensee acknowledges that it is not a citizen, national, or resident of, and is not under control of the governments of Cuba, Iran, North Korea, Sudan or Syria and is not otherwise a restricted end-user as defined by applicable export control laws. Further, Licensee acknowledges that it will not download or otherwise export or re-export Rider SDK or any related technical data directly or indirectly to the above-mentioned countries or to citizens, nationals, or residents of those countries, or to any other restricted end user or for any restricted end-use.

10. TERMINATING THIS LICENSE AGREEMENT

(a) This License Agreement will continue to apply until terminated by either You or Licensor as set out below.

(b) If You want to terminate this License Agreement, You may do so by ceasing Your use of the SDK.

(c) Licensor may at any time, terminate this License Agreement with You if:

(i) You have breached any provision of this License Agreement; or

(ii) Licensor is required to do so by law.

(d) When this License Agreement comes to an end, all of the legal rights, obligations and liabilities that You and Licensor have benefited from, been subject to (or which have accrued over time whilst this License Agreement has been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation, and the provisions of Sections 8, 9, 10 and 12 shall continue to apply to such rights, obligations and liabilities indefinitely.

11. CHANGES TO THE LICENSE AGREEMENT

Licensor may make changes to the License Agreement as it distributes new versions of the SDK. When these changes are made, Licensor will make a new version of the License Agreement available on the website where the SDK is made available.

12. GENERAL LEGAL TERMS

(a) Licensor reserves the right at any time to cease the support of SDK and to alter prices, features, specifications, capabilities, functions, licensing terms, release dates, general availability or other characteristics of SDK.

(b) This Agreement, including the Third-Party Software license agreements, constitutes the entire agreement between the parties concerning Licensee's use of SDK, and supersedes any and all prior or contemporaneous oral or written representations, communications, or advertising with respect to SDK. 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 Licensor.

(c) A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach. The provisions of this Agreement which require or contemplate performance after the expiration or termination of this Agreement will be enforceable notwithstanding said expiration or termination.

(d) This Agreement will be governed by the laws of the Czech Republic, excluding its conflict of laws principles. The parties agree that any litigation arising from this Agreement may only be brought in the courts of the Czech Republic and will be subject to their jurisdiction.

(e) Section titles are inserted for convenience only and will not affect in any way the meaning or interpretation of this Agreement. If any provision of this Agreement is held invalid, the remainder of this Agreement will continue in full force and effect. Either Licensor or Licensee may assign this Agreement in the case of a merger or sale of substantially all of its respective assets to another entity. This Agreement will be binding upon and will inure to the benefit of the parties, their successors and assigns.

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

Address: Na hřebenech II 1718/8, Prague, 14000, Czech Republic

E-mail: sales@jetbrains.com