

# FeatBit SAAP License Agreement

*Last Updated: 2024-12-01*

This Self-Managed Advanced Access Package License Agreement ( “**Agreement**” ) is made available by FeatBit ( “**Licensor**” ). By activating or using any License-Controlled Features (as defined below), any person or entity ( “**You**” or “**Your**” ) that installs, accesses, or uses the Software and License-Controlled Features agrees to be bound by the terms of this Agreement.

## 1. Background and Purpose

**1.1 Open Source Codebase (MIT License).** The entirety of FeatBit’ s source code, including all features and functionalities ( “**Software**” ), is made available under the MIT License ( “**Base OSS License**” ). Under the MIT License, You may, among other rights, use, copy, modify, and distribute the Software’ s source code, subject to the terms of the MIT License.

**1.2 Enterprise Standard and Enterprise Premium Features.** While all features are included in the open source codebase, certain advanced functionalities—namely **Enterprise Standard** and **Enterprise Premium** features ( “**License-Controlled Features**” )—require a valid license key provided by Licensor to be activated and used. Without a valid license key, these features remain non-functional or disabled.

**1.3 Purpose.** This Agreement governs the right to activate and use the License-Controlled Features. Except as expressly set forth herein, this Agreement does not alter or limit Your rights under the MIT License.

## 2. Definitions

**2.1 “License-Controlled Features”** means certain advanced functionalities within the Software—specifically the Enterprise Standard and Enterprise Premium features—that require a valid license key to enable and use.

**2.2 “Authorized Users”** means individuals within Your organization (employees or contractors) who are authorized to access and use the License-Controlled Features on Your behalf.

**2.3 “Documentation”** means any user guides, specifications, or additional materials provided by Licensor regarding the activation and use of the License-Controlled Features.

### 3. License Grant and Restrictions

**3.1 SAAP License Grant.** Subject to the terms of this Agreement and payment of all applicable fees, Licensor grants You a non-exclusive, non-transferable, non-sublicensable license to activate and use the Enterprise Standard and Enterprise Premium features within the Software, solely for Your internal business operations.

**3.2 Use Limitations.** Your right to use the License-Controlled Features is limited to the scope (e.g., number of organizations) specified on the applicable order form, invoice, Licensor's pricing page, or in any email correspondence between the Parties confirming such scope.

**3.3 Restrictions.** Except as expressly permitted by this Agreement or the MIT License, You shall not:

- (a) Misuse or circumvent the license key activation process;
- (b) Use the License-Controlled Features beyond the agreed-upon usage parameters;
- (c) Violate any applicable laws or third-party rights in connection with the License-Controlled Features.

### 4. Relationship to the MIT License

**4.1 Preservation of Open Source Rights.** Nothing in this Agreement restricts Your rights under the MIT License. You may view, inspect, modify, and distribute the entire Software codebase as permitted by the MIT License, provided that the activation and functionality of the Enterprise Standard and Enterprise Premium features remain subject to a valid license key.

**4.2 No Additional Open Source Obligations.** Activation of the License-Controlled Features does not impose any additional open source obligations on You. Your modifications and distributions of the Software remain governed by the MIT License.

### 5. Fees and Payment

**5.1 Fees.** You agree to pay the fees associated with the Enterprise Standard and/or Enterprise Premium features as outlined on Licensor's pricing page or corresponding invoice.

**5.2 Payment Terms.** Unless otherwise agreed, all payments are due within thirty (30) days of invoice receipt. Late payments may incur interest charges at the rate of 1.5% per month or the maximum rate allowed by law, whichever is lower.

**5.3 Taxes.** You are responsible for all applicable taxes or duties related to the fees, excluding taxes based on Licensor's net income.

## 6. Confidentiality and Proprietary Rights

**6.1 Confidential Information.** Each party may have access to the other's confidential information. Each party agrees to protect such information with a reasonable degree of care.

**6.2 Ownership.** Except for the licenses expressly granted herein, all right, title, and interest in and to the License-Controlled Features (including any proprietary code, algorithms, or methods to enforce license controls) remain with Licensor.

**6.3 Feedback.** You may provide feedback or suggestions regarding the License-Controlled Features. Licensor may freely use and incorporate such feedback without obligation or compensation to You.

## 7. Support and Maintenance

**7.1 Support Services.** If Your selected package (as outlined on Licensor's pricing page or the applicable order form) includes support or maintenance services, Licensor shall provide such services according to the scope and level described on the pricing page and/or any applicable support policy. If there is any conflict between the pricing page and an order form, the order form shall control.

**7.2 Updates and Changes.** Licensor may update the scope or terms of its support and maintenance services as described on its pricing page from time to time, provided that any such changes will not materially reduce the level of support agreed upon in an active and fully paid subscription term without Your consent.

## 8. Warranties and Disclaimers

**8.1 Limited Warranty.** Licensor warrants that, for thirty (30) days from activation, the License-Controlled Features will operate in all material respects as described in the Documentation.

**8.2 Remedy.** In the event of a breach of the limited warranty, Licensor's sole obligation is to use commercially reasonable efforts to correct the non-conformity. If Licensor cannot correct the issue, Licensor may terminate the license and refund any prepaid, unused fees.

**8.3 Disclaimer.** EXCEPT AS EXPRESSLY STATED ABOVE, THE LICENSE-CONTROLLED FEATURES ARE PROVIDED "AS IS." LICENSOR DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NOTHING HEREIN LIMITS THE MIT LICENSE TERMS APPLYING TO THE SOFTWARE AS A WHOLE.

## 9. Limitation of Liability

**9.1 Exclusion of Damages.** LICENSOR SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING LOSS OF PROFITS, DATA, OR BUSINESS), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**9.2 Liability Cap.** LICENSOR'S TOTAL LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT PAID BY YOU FOR THE ENTERPRISE STANDARD AND/OR ENTERPRISE PREMIUM FEATURES IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

## 10. Term and Termination

10.1 **Term.** This Agreement remains in effect for the term specified on the applicable order form, invoice, or pricing page, unless earlier terminated.

10.2 **Termination for Breach.** Either party may terminate this Agreement if the other party materially breaches and fails to cure such breach within thirty (30) days after written notice.

10.3 **Effect of Termination.** Upon termination, You must cease using the License-Controlled Features. You may continue using and distributing the Software under the MIT License, but the Enterprise Standard and Enterprise Premium features will no longer function without a valid license key. Sections related to confidentiality, payment, disclaimers, and limitations of liability survive termination.

## 11. Compliance and Audit

11.1 **Compliance.** You agree to use the License-Controlled Features in compliance with all applicable laws and regulations.

11.2 **Audit.** Licensor or its agent may, upon reasonable notice and during normal business hours, audit Your usage of the License-Controlled Features to ensure compliance with this Agreement. Such audits will not unreasonably interfere with Your business operations.

## 12. General Provisions

12.1 **Assignment.** You may not assign this Agreement without Licensor's prior written consent.

12.2 **Governing Law and Venue.** This Agreement is governed by the laws of [Governing Law Jurisdiction], and the parties consent to the exclusive jurisdiction of the courts located in [Venue].

12.3 **Notices.** All notices must be in writing and delivered to the addresses specified by the parties, or as posted by Licensor.

12.4 **Severability.** If any provision is held unenforceable, the remaining provisions remain in full force and effect.

12.5 **No Waiver.** No waiver of any provision is effective unless in writing and signed by the waiving party.

12.6 **Entire Agreement.** This Agreement constitutes the entire understanding concerning the Enterprise Standard and Enterprise Premium features and supersedes all prior or contemporaneous communications and understandings related thereto.