

# User tour SAAP License Agreement

**Last Updated:** July 2025

This Self-Managed Advanced Access Package License Agreement (“Agreement”) is made available by **User tour Inc** (“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 (AGPL License).

The entirety of User tour’s source code, including all features and functionalities (“Software”), is made available under the terms of the GNU Affero General Public License version 3 (AGPL v3). Under the AGPL License, You may, among other rights, use, copy, modify, and distribute the Software’s source code, subject to the terms of the AGPL License.

### 1.2 Business and Enterprise Features.

While all features are included in the open source codebase, certain commercial-use functionalities—namely Business and Enterprise features (“License-Controlled Features”)—are only officially available to licensed customers who have obtained a commercial license from Licensor. These features are offered with support, branding removal, and service guarantees as described in Section 7.

### 1.3 Purpose.

This Agreement governs the right to officially use the License-Controlled Features in a commercial setting. Except as expressly set forth herein, this Agreement does not alter or limit Your rights under the AGPL License.

### 1.4 License Key Activation.

The Business and Enterprise features require activation via a valid license key issued by Licensor. Without a valid license key, these License-Controlled Features will be disabled or non-functional. The license key must be provided and managed according to Licensor’s instructions.

## 2. Definitions

**2.1 “License-Controlled Features”** means certain premium functionalities and support options within the Software—specifically the Business and Enterprise feature tiers—that require a valid commercial license and license key to officially use and access.

**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 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 use the Business and/or Enterprise 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 AGPL License, You shall not:

- (a) Remove or alter notices of branding without appropriate licensing;
- (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.

### **3.4 License Key Usage.**

You shall:

- (a) Use only valid license keys issued or authorized by Licensor to activate the License-Controlled Features.
- (b) Not attempt to circumvent, modify, or bypass the license key activation mechanism.
- (c) Not share license keys beyond the scope authorized in this Agreement.

## **4. Relationship to the AGPL License**

### **4.1 Preservation of Open Source Rights.**

Nothing in this Agreement restricts Your rights under the AGPL License. You may view, inspect, modify, and distribute the entire Software codebase as permitted by the AGPL License.

### **4.2 No Additional Open Source Obligations.**

Commercial licensing does not impose any additional open source obligations on You. Your modifications and distributions of the Software remain governed by the AGPL License.

## **5. Fees and Payment**

### **5.1 Fees.**

You agree to pay the fees associated with the Business and/or Enterprise 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 components, configurations, or service processes) 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 therein. 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 purchase, 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, it 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 AGPL 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 LICENSE-CONTROLLED 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 AGPL License, but Business and Enterprise-level services will no longer apply.

### **10.4 Effect of Termination on License Key.**

Upon termination of this Agreement, your license key will be revoked or deactivated, and you must cease use of all License-Controlled Features that require license key activation.

## **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 [Jurisdiction]. 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 License-Controlled Features and supersedes all prior or contemporaneous communications and understandings related thereto.