

# Usertour Self-Hosted Business and Enterprise Subscription Agreement

*Last Updated: March 2026*

This Usertour Self-Hosted Business and Enterprise Subscription Agreement ("Agreement") is made available by **Usertour, Inc.** ("Usertour," "Licensor," "we," "our," or "us"). By purchasing, activating, accessing, or using any Usertour self-hosted Business or Enterprise subscription, the customer identified on the applicable order form, invoice, checkout flow, or other commercial record ("Customer," "you," or "your") agrees to be bound by this Agreement.

## 1. Background and Relationship to Open Source Licensing

### 1.1 Community Code

Portions of the Usertour software are made available under the MIT License. The repository-level [LICENSE](#) file identifies the licensing structure for the software, including which portions are licensed as community code under MIT and which portions are governed by [LICENSE.enterprise](#).

### 1.2 Enterprise Code

Certain portions of the software are made available under [LICENSE.enterprise](#) and require a valid self-hosted Business or Enterprise subscription for production use. These portions include enterprise directories and code controlling feature, permission, role and plan enablement.

### 1.3 Purpose of This Agreement

This Agreement governs Customer's commercial subscription, entitlements, branding rights, support rights, and other contractual rights and obligations for self-hosted Business and Enterprise subscriptions. This Agreement does not replace or modify rights that Customer may have under the MIT-licensed community code.

## 2. Definitions

### 2.1 "Enterprise Code"

"Enterprise Code" means the portions of the software governed by [LICENSE.enterprise](#), including any enterprise directories and any code controlling feature, permission, role and plan enablement.

### 2.2 "Subscription"

"Subscription" means a valid Usertour self-hosted Business or Enterprise plan purchased by Customer under an order form, invoice, checkout flow, pricing page, or other commercial record accepted by Usertour.

### 2.3 "Authorized Users"

"Authorized Users" means Customer's employees, contractors, and service providers authorized by Customer to access and use the Software solely on Customer's behalf and for Customer's internal business operations.

## **2.4 "Commercial Terms"**

"Commercial Terms" means the applicable pricing page, order form, invoice, and any other written commercial record agreed between Customer and Usertour that defines plan tier, subscription term, scope, support level, and fees.

## **3. Subscription Grant**

### **3.1 Grant**

Subject to Customer's compliance with this Agreement, [LICENSE.enterprise](#), and the applicable Commercial Terms, Usertour grants Customer a non-exclusive, non-transferable, non-sublicensable right during the subscription term to use the Software, including the Enterprise Code covered by Customer's Subscription, solely for Customer's internal business operations.

### **3.2 Business and Enterprise Plans**

Business and Enterprise plans are governed by the same [LICENSE.enterprise](#). Differences between Business and Enterprise are limited to entitlements, support levels, service commitments, and other commercial benefits stated in the applicable Commercial Terms.

### **3.3 Scope Limits**

Customer's use is limited to the scope purchased under the applicable Commercial Terms, including any limits on organizations, workspaces, projects, instances, seats, environments, or other usage metrics used by Usertour.

## **4. License Keys, Validation, and Plan Enforcement**

### **4.1 License Keys**

Customer must use only valid license keys, tokens, or other entitlement artifacts issued or authorized by Usertour for self-hosted Business or Enterprise use.

### **4.2 No Circumvention**

Customer may not circumvent, disable, tamper with, modify, bypass, or interfere with any license validation, feature gating, entitlement checks, plan enablement, or branding controls included in the Enterprise Code.

### **4.3 Effect of Expiration or Termination**

Upon expiration, cancellation, or termination of the Subscription, Customer's rights to use Enterprise Code in production, and any related commercial benefits such as branding removal, white-label rights, and support, immediately end unless otherwise stated in the applicable Commercial Terms.

## **5. Branding Removal and White-Label Rights**

### **5.1 Default Branding**

Unless expressly granted under Customer's applicable Commercial Terms, Usertour branding, attribution notices, and other default brand elements included in the Software must remain intact where required by the Software and applicable license terms.

## **5.2 Branding Removal Rights**

Branding removal or white-label rights are not included in every Subscription by default. They are granted only if expressly included in Customer's purchased Business or Enterprise plan or other written agreement with Usertour.

## **5.3 No Trademark Transfer**

Except for the limited branding rights expressly granted under the applicable Commercial Terms, nothing in this Agreement transfers any ownership of Usertour's trademarks, logos, icons, trade dress, or other brand assets.

## **6. Support, Maintenance, and Updates**

### **6.1 Support**

If Customer's Subscription includes support, Usertour will provide support in accordance with the support level described in the applicable Commercial Terms.

### **6.2 Updates**

During an active paid Subscription term, Customer may receive updates, fixes, and improvements made available for the subscribed self-hosted plan, subject to the applicable Commercial Terms.

### **6.3 Changes to Future Offerings**

Usertour may change future plan packaging, support policies, or pricing, but will not materially reduce the support level or rights already purchased for Customer's then-current paid term except as agreed in writing.

## **7. Fees and Payment**

### **7.1 Fees**

Customer will pay all fees specified in the applicable Commercial Terms.

### **7.2 Payment Terms**

Unless otherwise agreed in writing, invoices are due within thirty (30) days of receipt.

### **7.3 Taxes**

Customer is responsible for all applicable taxes, duties, and similar charges arising from the Subscription, excluding taxes based on Usertour's net income.

## **8. Confidentiality and Ownership**

### **8.1 Confidentiality**

Each party may receive confidential information from the other party in connection with this Agreement. Each party will protect the other party's confidential information using reasonable care and will use it only as needed to perform under this Agreement.

### **8.2 Ownership**

Except for the limited rights expressly granted under this Agreement and [LICENSE.enterprise](#), Usertour retains all right, title, and interest in and to the Enterprise Code, license validation systems, entitlement mechanisms, branding controls, support processes, and related commercial materials.

### **8.3 Feedback**

Customer may provide feedback, suggestions, or improvement ideas. Usertour may use that feedback without restriction and without obligation to Customer.

## **9. Warranties and Disclaimers**

### **9.1 Limited Warranty**

For thirty (30) days following initial purchase, Usertour warrants that the Enterprise Code will perform in all material respects as described in the applicable documentation.

### **9.2 Remedy**

Customer's sole remedy for breach of the limited warranty is that Usertour will use commercially reasonable efforts to correct the issue or, if correction is not commercially reasonable, terminate the affected Subscription and refund any prepaid unused fees for the affected portion of the Subscription.

### **9.3 Disclaimer**

Except as expressly stated in this Agreement, the Software, Enterprise Code, support, and related services are provided "as is" and Usertour disclaims all other warranties, whether express or implied, including warranties of merchantability, fitness for a particular purpose, and non-infringement.

## **10. Limitation of Liability**

### **10.1 Excluded Damages**

To the maximum extent permitted by law, neither party will be liable for any indirect, incidental, special, consequential, or punitive damages, or for any loss of profits, revenues, goodwill, or data, arising out of or related to this Agreement.

### **10.2 Liability Cap**

To the maximum extent permitted by law, Usertour's total aggregate liability arising out of or related to this Agreement will not exceed the amounts paid by Customer to Usertour under the applicable Subscription during the twelve (12) months preceding the event giving rise to the claim.

## **11. Term and Termination**

### **11.1 Term**

This Agreement remains in effect for the duration of Customer's active Subscription unless earlier terminated in accordance with this Agreement.

### **11.2 Termination for Breach**

Either party may terminate this Agreement if the other party materially breaches it and fails to cure the breach within thirty (30) days after written notice.

### **11.3 Effect of Termination**

Upon termination or expiration of the Subscription, Customer must stop using the Enterprise Code in production and must stop exercising any commercial rights, including any branding removal or white-label rights, unless otherwise permitted in writing by Usertour.

### **11.4 MIT-Licensed Community Code**

Termination of this Agreement does not by itself terminate rights Customer may have under the MIT License with respect to MIT-licensed community code.

## **12. General Provisions**

### **12.1 Assignment**

Customer may not assign this Agreement without Usertour's prior written consent, except in connection with a merger, acquisition, or sale of substantially all of Customer's assets.

### **12.2 Governing Law and Venue**

This Agreement is governed by and construed in accordance with the laws of the State of Colorado, without regard to its conflict of laws principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in Colorado for any dispute arising out of or relating to this Agreement.

### **12.3 Entire Agreement**

This Agreement, together with [LICENSE.enterprise](#) and the applicable Commercial Terms, forms the complete agreement between the parties regarding Customer's self-hosted Business or Enterprise Subscription and supersedes prior or contemporaneous discussions on that subject.

### **12.4 Severability**

If any provision of this Agreement is held unenforceable, the remaining provisions will remain in full force and effect.

### **12.5 No Waiver**

Failure to enforce any provision of this Agreement is not a waiver of that provision.

## **Referenced Repository Licenses**

LICENSE: <https://github.com/usertour/usertour/blob/main/LICENSE>

LICENSE.enterprise: <https://github.com/usertour/usertour/blob/main/LICENSE.enterprise>