

Master Service Agreement for Self-Hosted FeatBit

This Master Service Agreement (the "Agreement") is entered into by and between:

FeatBit, Inc., a corporation organized and existing under the laws of the State of Colorado, USA, (hereinafter referred to as "Provider"), and

Customer, the entity receiving the services, hereinafter referred to as "Client"

Together, the "Parties."

Effective Date

This Agreement shall become effective upon the Client's acceptance of the terms or payment for the services, whichever occurs first.

Whereas, this Agreement pertains exclusively to a Self-Hosted solution for FeatBit; and

Whereas, this Agreement does not apply to any Software as a Service (SaaS) offerings of FeatBit, and such SaaS solutions are not covered under this Agreement.

1. Definitions

1.1 **"FeatBit Services"** refers to the open-source feature flag management platform provided by Provider, including all associated documentation, updates, and support, which is available under the MIT License, but subject to additional license controls for advanced features.

1.2 **"License-Controlled Features"** refers to the advanced functionalities within FeatBit (such as Enterprise Standard and Enterprise Premium features) that require a valid license key, as defined in the [FeatBit SAAP License Agreement](#), to activate and use.

1.3 **"Confidential Information"** refers to all proprietary information, trade secrets, and data disclosed by either Party in connection with this Agreement, whether in written, oral, or electronic form.

2. Services Provided

2.1 FeatBit Platform

Provider agrees to provide access to the FeatBit platform, including open-source features under the MIT License, and License-Controlled Features (such as FeatBit Enterprise Standard and FeatBit Enterprise Premium) upon activation by a valid license key as per the [FeatBit SAAP License Agreement](#). The features and scope of these services are specified on the applicable order form, invoice, Licensor's [pricing page](#), or in any email correspondence between the Parties confirming such scope.

2.2 Support and Maintenance

2.2.1 Scope of Support

Provider will offer support and maintenance services as described in the order form, invoice, or in the applicable [pricing page](#) on the Provider's website. The scope of support will be based on the selected package, which may include but is not limited to technical support, bug fixes, updates, and security patches, as well as any specific terms described in email exchanges between the Parties. Any discrepancies between the order form, invoice, pricing page, and email exchanges will be resolved based on the order form or invoice as the primary reference.

2.2.2 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.

2.2.4 Support Levels and Service-Level Agreement (SLA)

The scope and level of support provided will depend on the selected support package, as outlined in the order form, invoice, email exchanges, or pricing page. This may include technical support, bug fixes, updates, and security patches, with response and resolution times specified in the Service-Level Agreement (SLA). The SLA, as defined in the [pricing page](#), will outline the expected support timelines based on the chosen package. Any discrepancies will be resolved according to the order form, invoice, pricing page, or email exchange.

3. License Grant and Restrictions

3.1 MIT License Grant

The entirety of FeatBit's source code is made available under the MIT License, granting Client the right to use, copy, modify, and distribute the software subject to the MIT License terms.

3.2 License-Controlled Features

Subject to the payment of applicable fees, Provider grants Client a non-exclusive, non-transferable license to use the License-Controlled Features as outlined in the [FeatBit SAAP License Agreement](#).

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.

4. Relationship to the MIT License

4.1 Preservation of Open Source Rights

The rights granted to Client under the MIT License for the FeatBit platform remain unaffected by this Agreement. The activation and use of License-Controlled Features are subject to the additional terms of the [FeatBit SAAP License Agreement](#).

4.2 No Additional Open Source Obligations

Activation of the License-Controlled Features does not impose any additional obligations on Client regarding the Software outside of what is stated in the [FeatBit SAAP License Agreement](#).

5. Fees and Payment Terms

5.1 Fees

Client agrees to pay the fees for FeatBit Enterprise Standard and/or FeatBit Enterprise Premium features as outlined on Licensor's [pricing page](#), corresponding invoice, or in any email exchange between the Parties confirming such fees.

5.2 Payment Terms

All payments are due within 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

Client is responsible for all applicable taxes, excluding taxes based on Provider's net income.

6. Confidentiality

6.1 Confidentiality Obligations

Both Parties agree to maintain the confidentiality of any Confidential Information received during the term of this Agreement.

6.2 Ownership

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

7. Warranties and Disclaimers

7.1 Limited Warranty

Provider warrants that the License-Controlled Features will operate as described in the associated Documentation for thirty (30) days from activation.

7.2 Disclaimer

Except as expressly stated in this Agreement, the License-Controlled Features are provided "as-is," with no additional warranties, and the terms of the MIT License remain applicable to the Software.

8. Limitation of Liability

8.1 Exclusion of Damages

Provider shall not be liable for any indirect, incidental, special, or consequential damages arising from the use of FeatBit Services.

8.2 Liability Cap

Provider's total liability shall not exceed the fees paid for License-Controlled Features in the twelve (12) months preceding the claim.

9. Term and Termination

9.1 Term

This Agreement remains in effect for the term specified in the applicable order form or invoice.

9.2 Termination for Breach

Either Party may terminate this Agreement in the event of a material breach by the other Party, with written notice and a thirty (30) day cure period.

10. Compliance and Audit

10.1 Compliance

Client agrees to comply with all applicable laws in connection with their use of License-Controlled Features.

10.2 Audit

Provider may audit Client's use of the License-Controlled Features to ensure compliance with the terms of this Agreement.

11. Miscellaneous

11.1 Governing Law

This Agreement will be governed by the State of Colorado, USA.

11.2 Arbitration Clause

11.2.1 Dispute Resolution

In the event of any dispute arising out of or in connection with this Agreement, the Parties agree to first attempt to resolve the dispute through informal negotiations. If such negotiations fail, the dispute will be resolved through binding arbitration.

11.2.2 Binding Arbitration

Arbitration will take place in the State of Colorado, USA, in accordance with the rules of the American Arbitration Association (AAA) or another mutually agreed-upon arbitration body. The arbitration shall be conducted by a single arbitrator who is experienced in commercial software licensing disputes.

11.2.3 Arbitration Process

The arbitrator's decision will be final and binding, and judgment may be entered in any court of competent jurisdiction. The Parties agree to share equally in the cost of arbitration unless the arbitrator decides otherwise based on the circumstances of the dispute.

11.2.4 Exception for Injunctive Relief

Nothing in this section shall prevent either Party from seeking injunctive or other equitable relief from a court of competent jurisdiction to prevent harm that may not be remedied by arbitration.

11.3 Entire Agreement

This Agreement, together with the [FeatBit SAAP License Agreement](#) and the [pricing page](#), constitutes the entire understanding between the Parties. In the event of any conflict between the terms of this Agreement, the FeatBit SAAP License Agreement, or the pricing page, the terms of this Agreement shall take precedence.