

Formbricks Enterprise License Agreement

Version 1.0 · Effective September 1st, 2026

Permanent URL of this version: <https://formbricks.com/license-agreement/2026-09>

This Agreement is between **Formbricks GmbH**, Kuhnkestraße 6, 24118 Kiel, Germany, registered with the District Court (Amtsgericht) Kiel ("**Formbricks**"), and the customer identified in an Order ("**Customer**"). It governs Customer's use of the Formbricks Enterprise Edition.

Which version applies. The version of this Agreement in effect on the date of an Order governs that Order for its entire Term. A later version never applies to an existing Order unless Formbricks and Customer agree in writing.

Acceptance. Customer accepts this Agreement by the earliest of: signing or issuing an Order that references it; installing the Enterprise License Key; or using any enterprise feature of the Software.

1. Definitions

1.1 "**Documentation**" means Formbricks' then-current end-user documentation for the Software, made available electronically.

1.2 "**Enterprise License Key**" means the key issued by Formbricks that activates the enterprise features of the Software for Customer.

1.3 "**Open Source Components**" means the parts of the Software licensed under the GNU Affero General Public License v3 or other open source licenses, as identified at <https://github.com/formbricks/formbricks>.

1.4 "**Order**" means a purchase order, order form, accepted quote, or government contract or task order that references this Agreement and identifies the Customer, the Software, the Term, the Fees and any usage scope (such as a number of survey responses). An Order may be placed by Customer or by a Reseller on Customer's behalf.

1.5 "**Reseller**" means a reseller, distributor or prime contractor that places an Order for Customer's benefit and is responsible for paying the Fees to Formbricks.

1.6 "**Software**" means the Formbricks Enterprise Edition: the self-hosted Formbricks experience-management platform with the enterprise features activated by the Enterprise License Key, including all updates, fixes and patches Formbricks makes generally available to enterprise licensees during the Term ("**Updates**").

1.7 "**Term**" and "**Fees**" mean the license period and fees stated in the Order.

2. License

2.1 **Grant.** Subject to this Agreement and payment of the Fees, Formbricks grants Customer a non-exclusive, non-transferable license during the Term to install and use the Software in production, development, staging, QA and test environments on infrastructure owned or controlled by Customer, solely for Customer's internal business purposes and within the usage scope stated in the Order, and to make reasonable copies of the Software and Documentation for backup, disaster recovery and archival purposes. All copies remain subject to this Agreement and must retain all proprietary notices.

2.2 Contractors. Customer may allow its contractors and service providers to install, operate and use the Software on Customer's behalf, provided they are bound by obligations at least as protective as this Agreement. Customer is responsible for their compliance.

2.3 Usage scope. The Software continues to operate if the usage scope stated in the Order is exceeded, but use beyond that scope requires an additional Order; Formbricks will not charge for excess use without one. On Formbricks' request, not more than once per Term, Customer will confirm its usage against the usage scope in writing.

2.4 Restrictions. Except as expressly permitted by this Agreement or by the license of an Open Source Component, Customer shall not: (a) modify or create derivative works of the enterprise features of the Software or the Documentation; (b) sell, rent, lease, sublicense, distribute, host for third parties or otherwise make the Software available to anyone other than as permitted in Section 2.2; (c) circumvent the Enterprise License Key or any usage or feature controls in the Software; (d) remove proprietary notices; (e) share the Enterprise License Key with anyone other than the persons permitted under Section 2.2; or (f) use the Software in violation of applicable law.

2.5 Open source. The Open Source Components are licensed under their own licenses, not this Agreement, and nothing in this Agreement limits Customer's rights under those licenses. The enterprise features of the Software are proprietary to Formbricks and are licensed only under this Agreement.

2.6 Delivery. The Software is delivered electronically through Formbricks' public repositories and container registries. Formbricks delivers the Enterprise License Key electronically on or promptly after the start of the Term. The Software periodically validates the Enterprise License Key against Formbricks' license server, and Customer's environment must allow that outbound connection; validation requests contain the license key and the technical data needed to validate it, and no Customer Data. No installation, implementation, training or support services are included; any services require a separate written agreement.

2.7 Reservation of rights. Formbricks and its licensors retain all rights not expressly granted. Formbricks owns the Software and Documentation; Customer owns its survey content and all data collected with the Software ("**Customer Data**").

3. Orders through a Reseller

3.1 Where a Reseller places the Order, the Reseller pays the Fees to Formbricks and provides Customer with the version of this Agreement referenced in the Order. Formbricks' obligations to Customer are conditioned on the Reseller's payment.

3.2 The Reseller acquires no license to use the Software. Its rights are limited to receiving the Enterprise License Key and Documentation and delivering them to Customer.

3.3 The license is between Formbricks and Customer. The Reseller is not responsible for Customer's use of the Software or compliance with this Agreement, and Customer is not responsible for the Reseller's obligations to Formbricks. Commercial terms between Customer and the Reseller are solely between them; this Agreement governs Customer's license to the Software.

4. Fees and Taxes

4.1 For Orders placed directly with Formbricks, Formbricks invoices the Fees for the Term in advance and payment is due within thirty (30) days of invoice, in the currency stated in the Order, without set-off, unless the Order states otherwise. For Reseller Orders, payment terms are between Formbricks and the Reseller.

4.2 Fees exclude taxes. Customer is responsible for sales, use, VAT, withholding and similar taxes on the Fees, other than taxes on Formbricks' income; the parties will cooperate to apply any available exemption or treaty relief. Except as expressly provided in this Agreement, Fees are non-refundable.

5. Customer Data and Privacy

The Software runs entirely on Customer's infrastructure. Under this Agreement Formbricks does not receive, store or process Customer Data and is not a processor or service provider of it. Optional features that Customer configures to use third-party services (for example AI analysis) send data to those services under Customer's own agreements with them. Customer is solely responsible for Customer Data, for compliance with applicable privacy and data-protection laws, and for the security of the environments in which it runs the Software.

6. Confidentiality

6.1 "**Confidential Information**" means non-public information disclosed by one party to the other under this Agreement that is marked confidential or that a reasonable person would understand to be confidential. It includes the Enterprise License Key, non-public Documentation and pricing (Formbricks) and Customer's security, system and business information (Customer). It excludes information that is public, already known to or independently developed by the recipient, or received from a third party without a duty of confidentiality.

6.2 The recipient will use Confidential Information only to perform or exercise rights under this Agreement, protect it with at least reasonable care, and disclose it only to its employees, contractors and advisors who need to know it and are bound by confidentiality obligations. Disclosure required by law or court order is permitted with reasonable advance notice where legally allowed.

6.3 These obligations last for three (3) years after the end of the Term, and for trade secrets for as long as they remain trade secrets. On request after the Term, the recipient will delete or return Confidential Information, subject to legal retention requirements.

7. Warranties and Disclaimer

7.1 **Warranty.** Formbricks warrants that for ninety (90) days after the start of the Term the enterprise features of the Software will perform materially as described in the Documentation, and that the Software as delivered by Formbricks contains no virus or malicious code.

7.2 **Remedy.** If Customer notifies Formbricks in writing of a breach of Section 7.1 during the warranty period, Formbricks will, at its option, repair or replace the Software or, if it cannot do so within a reasonable time, terminate the affected Order and refund the Fees for the unexpired Term. This is Customer's sole remedy for breach of Section 7.1.

7.3 **Disclaimer.** EXCEPT AS STATED IN SECTION 7.1, THE SOFTWARE AND DOCUMENTATION ARE PROVIDED "AS IS", AND FORMBRICKS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTY THAT THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE. OPEN SOURCE COMPONENTS ARE PROVIDED AS SET OUT IN THEIR OWN LICENSES.

8. Intellectual Property Indemnity

8.1 Formbricks will defend Customer against any third-party claim that the Software, used in accordance with this Agreement, infringes a patent, copyright or trademark or misappropriates a trade secret enforceable in the United States or the European Union, and will pay the damages and costs finally awarded against Customer or agreed in a settlement approved by Formbricks.

8.2 Customer must notify Formbricks promptly in writing, give Formbricks sole control of the defence and settlement (Formbricks will not settle in a way that admits fault by or imposes obligations on Customer without Customer's consent), and cooperate reasonably at Formbricks' expense.

8.3 If a claim is made or appears likely, Formbricks may modify or replace the Software so that it is non-infringing with materially equivalent functionality, procure the right for Customer to continue using it, or, if neither is commercially reasonable, terminate the affected license and refund the Fees for the unexpired Term.

8.4 Formbricks has no obligation for claims arising from Open Source Components; modifications not made by Formbricks; combination with software, data or hardware not provided by Formbricks, where the claim would not arise without the combination; Customer Data; or use outside this Agreement or after Formbricks has offered a non-infringing alternative.

8.5 This Section 8 states Formbricks' entire liability and Customer's exclusive remedy for intellectual property claims. For Government Customers, Section 12.5 also applies.

9. Limitation of Liability

9.1 Neither party is liable for indirect, incidental, consequential, special or punitive damages, or for lost profits, revenue, goodwill or data, or business interruption, however caused, even if foreseeable.

9.2 Each party's total aggregate liability arising out of or relating to this Agreement and any Order, under any theory of liability, is limited to the Fees paid or payable under the Order giving rise to the claim during the twelve (12) months before the event giving rise to liability.

9.3 Sections 9.1 and 9.2 do not limit: (a) liability for fraud, gross negligence or wilful misconduct; (b) Customer's use of the Software outside the scope of the license or infringement of Formbricks' intellectual property; (c) Customer's obligation to pay Fees; (d) a party's breach of Section 6; or (e) liability that cannot be limited under applicable law.

10. Term and Termination

10.1 This Agreement applies for the Term of each Order. Orders do not renew automatically; renewal requires a new Order.

10.2 Either party may terminate an Order on written notice if the other party materially breaches this Agreement and does not cure within thirty (30) days of written notice describing the breach.

10.3 On expiry or termination, the license ends. Customer will stop using the enterprise features, delete the Enterprise License Key and all copies of the enterprise features and Documentation, and confirm deletion in writing on request. Customer may continue to use the Open Source Components under their own licenses. If Customer terminates for Formbricks' uncured breach, Formbricks refunds the Fees for the unexpired Term; otherwise Fees already due remain payable and are non-refundable.

10.4 Sections 1, 2.4, 2.5, 2.7, 4, 5, 6, 7.3, 8, 9, 10.3, 10.4, 11, 12 and 13 survive.

11. Publicity

Neither party will use the other's name or logo publicly without the other's prior written consent.

12. U.S. Government Customers

12.1 Application. This Section applies where Customer is the United States Government or a federal agency or instrumentality (a "**Government Customer**"), whether it orders directly or through a Reseller acting as prime contractor. Where this Section conflicts with the rest of this Agreement, this Section prevails for Government Customers.

12.2 Commercial computer software. The Software and Documentation are "commercial products" consisting of "commercial computer software" and "commercial computer software documentation" as defined in 48 C.F.R. § 2.101. Consistent with 48 C.F.R. § 12.212 (or its successor provision) and 48 C.F.R. §§ 227.7202-1 through 227.7202-4, the Government Customer acquires only the rights set out in this Agreement as incorporated into its contract or order.

12.3 Governing law and disputes. The federal laws of the United States govern. Disputes are resolved under the Contract Disputes Act of 1978 (41 U.S.C. §§ 7101–7109) and the dispute procedures of the Government Customer's contract. Sections 13.1 and 13.2 do not apply. Nothing in this Agreement waives the sovereign immunity of the United States or any federal right, defence, remedy, venue or dispute procedure.

12.4 Appropriations; no Government indemnity. Nothing in this Agreement requires the Government Customer to indemnify Formbricks or any third party, to pay attorneys' fees, or to incur any obligation in advance of or in excess of available appropriations (31 U.S.C. § 1341). Interest on late payments is governed exclusively by the Prompt Payment Act (31 U.S.C. §§ 3901–3907). Renewal or additional usage requires a new Order issued by an authorised contracting officer.

12.5 Infringement claims. Section 8 applies to the extent consistent with federal law. Claims alleging infringement by the United States are subject to 28 U.S.C. § 1498, and the U.S. Department of Justice controls the defence of the United States; Formbricks will cooperate with the Government Customer and the Department of Justice and, to the extent permitted by federal law, will pay any final judgment or approved settlement for which it would otherwise be liable under Section 8.

12.6 Confidentiality and records. The Government Customer's obligations under Section 6 are subject to the Freedom of Information Act (5 U.S.C. § 552), the Trade Secrets Act (18 U.S.C. § 1905) and federal records laws. Formbricks will mark its Confidential Information as proprietary. Deletion or return obligations apply only to the extent consistent with federal records-retention requirements.

12.7 Termination. The Government Customer's termination rights under its contract, including termination for convenience, apply. Formbricks will not terminate or suspend a Government Customer's license without first giving written notice to the contracting officer and at least thirty (30) days to cure.

12.8 Other. Section 4.2 applies subject to the Government Customer's tax exemptions. Nothing in this Agreement requires the Government Customer to endorse Formbricks or act as a reference. Assignment is subject to 41 U.S.C. § 6305 and 31 U.S.C. § 3727. The Government Customer's responsibility for its contractors under Section 2.2 is limited to the extent provided by federal law.

13. General

13.1 Governing law and venue. This Agreement is governed by the laws of the State of Delaware, without regard to its conflict-of-laws rules and excluding the UN Convention on Contracts for the

International Sale of Goods. The state and federal courts located in New Castle County, Delaware have exclusive jurisdiction over any dispute arising out of this Agreement, and each party submits to that jurisdiction.

13.2 Equitable relief. A breach of Section 2.4 or Section 6 may cause irreparable harm for which damages are not an adequate remedy, and the injured party may seek injunctive relief without posting a bond.

13.3 Assignment. Neither party may assign this Agreement without the other's prior written consent, except to an affiliate or to a successor to all or substantially all of its relevant business or assets, on written notice. This Agreement binds permitted successors and assigns.

13.4 Compliance. Each party will comply with applicable export-control and sanctions laws. Customer will not use or make the Software available in violation of them.

13.5 Force majeure. Neither party is liable for delay or failure to perform (other than payment obligations) caused by events beyond its reasonable control.

13.6 Notices. Notices must be in writing and sent to Formbricks at the address above or legal@formbricks.com, and to Customer at the address in the Order. Email notices are effective on confirmed transmission.

13.7 Entire agreement; precedence. The Order and this Agreement are the entire agreement regarding the Software and supersede all prior agreements and discussions on the subject. In case of conflict, the following order applies: (a) a written amendment signed by both parties; (b) the commercial particulars of the Order (Customer, Software, Term, Fees, usage scope); (c) this Agreement; (d) the Documentation. Pre-printed or standard terms in a purchase order, vendor portal or procurement document do not apply, even if Formbricks acknowledges or fulfils the Order, unless signed by Formbricks.

13.8 Miscellaneous. Amendments and waivers must be in writing. If a provision is unenforceable, the rest of this Agreement remains in effect. The parties are independent contractors. There are no third-party beneficiaries. Failure to enforce a provision is not a waiver. The English version of this Agreement controls.

Version history 1.0 — September 1st, 2026 — Initial version.