

License Agreement

OpsReady IT Toolkit, a product of KP Technology Concepts, LLC

1. Acceptance of Terms

By clicking the “I have read and agree” checkbox (or button) presented at checkout before your purchase is completed, you have accepted the terms of the License Agreement and also the Terms of Service (“Terms”). By doing so, you represent and warrant that you have read and agree to this License Agreement and the Terms, which shall be referred to collectively as the “Agreement.”

2. Grant of License

Subject to payment of the applicable fee and compliance with this Agreement, KP Technology Concepts, LLC (referred to herein as “Company,” “we,” “us,” or “our”) grants the individual, entity, organization, consultant, or consulting firm purchasing this license (referred to herein as “you” or “Licensee”) a non-exclusive, non-transferable, revocable license for use by a single named individual consultant to use the OpsReady IT Toolkit templates, guides, and/or materials purchased (the “Products”) to create completed deliverables for Licensee’s clients. Notwithstanding anything contained herein to the contrary, if Licensee is an individual, or an entity or organization, intending to use the Products for a team or team members, the Licensee acknowledges, understands, and agrees that it will be limited to ten (10) individual licenses for Licensee’s team members, and additional licenses must be purchased for each additional team member who will access or use the Products.

3. Permitted Use

Licensee may deliver completed, customized deliverables created from the Products to Licensee’s clients as part of Licensee’s paid consulting services. Each deliverable must be materially customized for Licensee’s specific client engagement and may not be a substantially unmodified copy of the Products.

4. Restrictions

Licensee, regardless if the Licensee is an individual, entity, organization, consultant, or consulting firm, Licensee shall not, and shall not permit or enable any employee, contractor, client, or third party to:

- Redistribute, resell, sublicense, or publicly share the Products or any derivative of the source template files;
- Upload the Products to any public repository, marketplace, or file-sharing service;
- Use the Products to create a competing product or service, including any template library, toolkit, or similar offering that serves substantially the same purpose as the Products;
- Remove, alter, or obscure any copyright or proprietary notices from the Products;
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- Represent the Products or any deliverables derived from the Products as Licensee’s own original work product;
- Reverse engineer, decompile or disassemble;
- Resell the Products as a standalone product.

Additionally, if Licensee is an individual, or an entity or organization, intending to use the Products for a team or team members, Licensee may not permit more than ten (10) users to utilize the license without purchasing additional licenses.

5. Term and Termination

This license is effective upon purchase and continues until terminated. Company may terminate this license immediately upon Licensee's breach of this Agreement, without refund. Upon termination, Licensee must cease use of the Products and delete all copies in Licensee's possession or control. Licensee acknowledges that any breach of this Agreement may cause irreparable harm to Company for which monetary damages would be inadequate, and Company shall be entitled to seek injunctive or equitable relief in addition to any other remedies available at law or in equity. Termination of the Agreement shall not limit any other rights or remedies available to Company.

6. Intellectual Property

The Products shall remain the exclusive property of the Company. This Agreement grants a license only; no ownership rights are transferred to Licensee. Any modifications, adaptations, or derivative works based on the Products shall be owned exclusively by Company. Licensee irrevocably assigns to the Company all right, title, and interest in any intellectual property rights Licensee may acquire in any modification, adaptation, derivative work, or improvement of the Products, and in any feedback or suggestions Licensee provides regarding the Products. Except for the limited license expressly granted in this Agreement, nothing in this Agreement grants to Licensee, by implication, estoppel, or otherwise, any right, title, or interest in the Products or any related intellectual property rights. The Company shall have sole and exclusive ownership of all right, title, and interest in and to the Products and all modifications and enhancements thereof, including but not limited to ownership of, or right to license, all trade secrets and copyrights pertaining thereto, and all manuals, materials, and documentation relating thereto subject only to the rights and privileges expressly granted by the Company. The Products, documentation, and equipment are commercially valuable products of the Company, the design and development of which reflects the efforts of skilled development experts and the investment of considerable time and money. The Company claims and reserves all Intellectual Property Rights. As used herein, "Intellectual Property Rights" shall mean all worldwide rights, title and interest (including, all patents, patent applications, business processes, copyright, data right, trademark, trade name, service mark, service name, trade secret, know-how or other similar right arising or enforceable under U.S. law, foreign law, or international treaty regime) in any information, system or software, including, without limitation, the Products, documentation, equipment, databases, text, graphics, photographs, print, pictures, software, CD-ROM, database tapes, source and object codes, microcode, or any other form of technology or embodiment thereof, in any medium, whether currently known or developed in the future.

7. Artificial Intelligence Disclosure

The Company may use artificial intelligence ("AI") tools to assist in drafting, organizing, formatting, quality-checking, and creating the Products. All AI-assisted content undergoes human review and approval before publication or sale. Some structure, language, or formatting within the Products may have been initially generated or assisted by AI tools and subsequently reviewed and edited by our team. We do not use AI to make automated decisions that produce legal or similarly significant effects concerning individual customers (for example, automated denial of service or individually targeted automated pricing decisions). THE PRODUCTS ARE NOT A SUBSTITUTE FOR PROFESSIONAL ADVICE.

8. Disclaimer of Warranties; Limitation of Liability; Assumption of Risk

THE PRODUCTS ARE PROVIDED FOR GENERAL BUSINESS AND IT OPERATIONS PLANNING PURPOSES ONLY. THE PRODUCTS ARE EDUCATIONAL AND OPERATIONAL TOOLS AND DO NOT CONSTITUTE LEGAL, ACCOUNTING, TAX, CYBERSECURITY, COMPLIANCE, OR PROFESSIONAL ENGINEERING ADVICE OR CERTIFICATION. THE PRODUCTS ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COMPANY SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR ANY LOST PROFITS OR REVENUE, ARISING FROM THIS AGREEMENT OR THE PRODUCTS. THE COMPANY'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE FEE PAID BY LICENSEE FOR THIS LICENSE. LICENSEE ACKNOWLEDGES, UNDERSTANDS, AND AGREES THAT LICENSEE IS USING THE PRODUCTS AT LICENSEE'S OWN RISK, AND THE COMPANY SHALL NOT BE LIABLE FOR ANY DECISIONS MADE OR ACTIONS TAKEN BASED ON THE PRODUCTS.

9. Indemnification

Licensee shall defend, indemnify, and hold harmless the Company and its members, officers, employees, and agents from and against any third-party claims, damages, liabilities, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) Licensee's use of the Products outside the scope permitted by this Agreement; (b) Licensee's breach of this Agreement; (c) any deliverable Licensee creates for or provides to its clients using the Products; or (d) any materials Licensee combines with the Products.

10. Confidentiality

The Products and the reusable source-template library constitute the confidential information and trade secrets of the Company. Licensee shall (a) use the Products only as this Agreement expressly permits; (b) not disclose or provide access to the Products or the reusable source-template library to any third person other than Licensee's employees or contractors who need such access to perform Licensee's permitted consulting work and who are bound by written confidentiality obligations at least as protective as this Agreement; and (c) protect the Products from unauthorized use, access, or disclosure using at least a reasonable degree of care. Licensee's obligations with respect to any Template that qualifies as a trade secret under applicable law continue for as long as the Template remains a trade secret. Licensee is responsible for any breach of this Section by its employees or contractors.

11. Fees; Refund

The license fee is listed at the time of purchase. Fees are non-refundable except as provided this Agreement. Because the Products are digital, downloadable goods delivered immediately upon purchase, all sales are generally final. We offer refunds only in the following circumstances:

- Duplicate purchase – you were charged more than once for the same Product;
- Technical access issues – you are unable to access or download the Product and our support team is unable to resolve the issue within three (3) business days; or
- Materially incorrect files – the files delivered are substantially different from what was advertised, or are corrupted and cannot be repaired or replaced.

In other circumstances, including but not limited to Licensee's failure to review this Agreement, Licensee's failure to read the Product description, or incompatibility with software or systems not listed as supported, no refund will be issued.

Refund requests must be submitted within fourteen (14) days of purchase to our support email below, and Licensee must include Licensee's order number and a description of the issue. The Company will respond within ten (10) business days. If a refund is approved, such approved refund will be issued to the original payment method within ten (10) business days from date of approval and may be subject to additional processing time imposed by your bank or payment provider.

12. Governing Law and Venue

This Agreement is governed by the laws of the State of Texas, without regard to conflict-of-law principles. Any dispute arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction and venue of the state and federal courts located in Lubbock County, Texas, and each party consents to such jurisdiction and venue.

13. No Professional Relationship

Licensee's use of the Products does not create any professional relationship between the Company and Licensee, including but not limited to attorney-client relationship, accountant-client or consultant-client relationship, or any other professional relationship.

14. Equitable Relief

Licensee acknowledges that a breach or threatened breach of the Agreement would cause the Company irreparable harm for which monetary damages would be an inadequate remedy. Accordingly, the Company is entitled to seek injunctive relief, specific performance, and other equitable remedies, without any requirement to post bond or to prove actual damages, in addition to all other remedies available at law or in equity.

15. Non-Compete

During the term of this license and for twelve (12) months after its termination, Licensee shall not use the Products or any confidential information derived from them to develop, market, or sell any product or service that reproduces, adapts, or is substantially derived from the Products, anywhere the Company markets the Products.

16. Non-Solicitation

During the term of this license and for twelve (12) months after its termination, Licensee shall not solicit, for any competing template or toolkit product, any customer of the Company that Licensee became aware of through this Agreement or solicit for employment any employee or contractor of the Company with whom Licensee had contact through this Agreement.

17. Audit

On reasonable prior notice and no more than once in any twelve (12) month period, the Company may inspect and audit Licensee's use of the Templates to verify compliance with this Agreement. If an audit reveals use exceeding the scope permitted by this Agreement, Licensee shall promptly pay the applicable fees for such excess use and, where the excess is material, the reasonable costs of the audit.

18. Assignment

Licensee shall not assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations, whether voluntarily, involuntarily, by merger or reorganization, or by operation of law, without the Company's prior written consent, which the Company may withhold in its sole discretion. Any merger, consolidation, or reorganization involving Licensee is deemed a transfer requiring consent. Any purported transfer in violation of this Section is void. The Company may freely assign this Agreement. This Agreement binds and benefits the parties and their permitted successors and assigns.

19. Severability

If any provision of this Agreement is held invalid, illegal, or unenforceable, that provision shall be modified to the minimum extent necessary to make it enforceable or, if it cannot be so modified, severed, and the remaining provisions shall remain in full force and effect.

20. Entire Agreement

This Agreement, together with the Terms of Service (available at <https://opsreadyit.kptechconcepts.com/terms> and incorporated by reference herein) and Privacy Policy (available at <https://opsreadyit.kptechconcepts.com/privacy> and incorporated by reference herein), constitute the entire agreement between Licensee and Company regarding the Products. In the event of a conflict between this Agreement and any incorporated document, this Agreement shall control. This Agreement may not be amended or modified except by a written instrument signed or published by Company.



Contact

Support: opsreadyit-support@kptechconcepts.com

Business: info@kptechconcepts.com

Website: opsreadyit.kptechconcepts.com

Legal identity: KP Technology Concepts, LLC (Limited Liability Company)