

Subscription Terms and conditions for Umbraco App Partner Program

1. ACCEPTANCE OF SUBSCRIPTION TERMS AND CONDITIONS

1.1. These subscription terms and conditions ("Terms and Conditions") are accepted by using the services and apply between Umbraco A/S ("Umbraco") and the customer (the "Customer"). If the Customer is a legal person, these Terms and Conditions are accepted on behalf of the Customer. This is a business to business service only and there is no intention to create a contract with any consumer, if you are a consumer and wish to use the Services then first contact us on contact@umbraco.com.

2. SUBSCRIPTION TERM AND INVOICING

2.1. The subscription becomes effective upon placement of order and continues to be in effect until terminated in accordance with these Terms and Conditions. The first subscription period runs one year from the order date. After that, subscription/invoicing takes place yearly in advance. Exceptions to the described periods are to be defined in a separate agreement.

3. SCOPE, USE OF SUBSCRIPTION AND REQUIREMENTS.

3.1. In accordance with these Terms and Conditions, the Customer is granted a *non-exclusive* limited right to use "Umbraco App Partner Program" determined by the actual order.

3.2. Services in the Umbraco App Partner Program as per the program page [<https://umbraco.com/become-an-umbraco-app-partner/>].

- The service is assigned to 1 partner application.
- Additional applications can be added to this agreement at the going rate – see [<https://umbraco.com/become-an-umbraco-app-partner/>].
- It includes two hours of architectural advising per subscription period (year) on the latest version of Umbraco and/or of code review per application.

3.3. Not covered by the program

- Any custom builds of Umbraco where the source code has been modified
- Third-party add-ons, packages, and extensions
- Underlying platform products such as IIS, ASP.NET, SQL Server, and the like.

3.4. Only the Customer is entitled to use the program, and the program may not be used for or on behalf of any other parties or the provision of services for other parties than the Customer.

3.5. The Customer shall ensure that the program is not used in any manner which reflects adversely upon the name, reputation and/or goodwill of Umbraco or in breach of any applicable law or regulation.

3.6. The customer shall ensure that the on the website listed criteria's for entering the app partner program [<https://umbraco.com/become-an-umbraco-app-partner/>] is meet at any given time.

4. PRICES AND TERMS OF PAYMENT

4.1. The terms of payment are net 8 days after invoice date.

4.2. If the subscription fee is not paid when due, reminder 1 will be sent 7 days after the invoice due date without a reminder fee. If the subscription fee remains unpaid, reminder 2 will be sent 10 days later and a reminder fee equivalent to €25 will be charged. If payment is not received within 7 days after reminder 2, access to the support will be suspended. Access to the service will be reinstated after receipt of payment, unless Umbraco has already cancelled the subscription.

4.3. The Customer accepts that invoices and reminders sent by email to the email address provided by the Customer shall be deemed delivered when sent by Umbraco.

4.4. The prices, rates and subscription types in force from time to time can be found on Umbraco's website and may be changed at the end of each calendar quarter on one month's notice. All prices exclude VAT which shall be applied at the prevailing rate.

4.5. Invoicing and payment in other currencies can be accepted by Umbraco upon request. In that situation Umbraco will use the daily exchange rate provided by the European Central Bank (ECB)

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5. TERMINATION

5.1. The subscription is non-cancellable the first year. Thereafter it can be terminated in advance to the end of a subscription period.

5.2. The Customer terminates the subscription by sending an email to contact@umbraco.com and is considered timely when received before the end of an invoicing period.

5.3. Umbraco is entitled to terminate the subscription at the end of any calendar quarter by giving at least 6 months' notice or immediately on written notice if the Customer commits a material breach of these Terms and Conditions or the program itself or becomes insolvent or has a receiver or administrator appointed over its assets.

6. OPERATIONAL STABILITY

6.1. Umbraco strives towards the highest possible operational stability on this service, but shall not be responsible or liable for any breakdowns or service interruptions, including interruptions caused by factors beyond Umbraco's control, such as power failures, defective equipment, Internet connections, telecom connections or the like.

6.2. The Application and the service is provided “as is” and Umbraco expressly disclaims any further representations, warranties, conditions or other terms, express or implied, by statute, collaterally or otherwise, including but not limited to implied warranties, conditions or other terms of satisfactory quality, fitness for a particular purpose or reasonable care and skill.

7. INTELLECTUAL PROPERTY

7.1. Any information provided by the application and/or the service, other than the partners, is protected by copyright and/or other intellectual property rights and is owned by or licensed to Umbraco A/S unless stated otherwise by Umbraco. The Partner shall notify Umbraco of any actual or suspected infringement of Umbraco’s intellectual property rights and any unauthorized use of the service that the Customer is aware of.

7.2. No intellectual property rights are assigned to the Customer.

7.3. In relation to any and all material uploaded through the APP and any and all Customer data, the Customer grants to Umbraco, its suppliers and sub-contractors a non-exclusive worldwide irrevocable license to provide the Application and related services including marketing services to the Customer. The Partner represents and warrants that no uploaded material or data will infringe third party rights or intellectual property rights and will not contain any material that is obscene, offensive, inappropriate or in breach of any applicable law.

8. ASSIGNMENT

8.1. Umbraco is entitled to assign its rights and obligations vis-à-vis the Customer to a group company or to a third party.

8.2. The Customer accepts that Umbraco is entitled to use subcontractors in all matters.

9. UMBRACO'S LIABILITY

- 9.1. Umbraco disclaims all liability and shall not be liable in contract, tort (including negligence), statutory duty, pre-contract or otherwise arising out of or in connection with these Terms and Conditions or the service rendered for any (a) consequential, indirect or special loss or damage; or (b) any loss of goodwill, reputation or data; or (c) any economic losses (including loss of revenues, profits, contracts, business or anticipated savings). In each case whether advised of the possibility of such loss or damage and howsoever incurred.
- 9.2. The maximum liability of Umbraco in contract, tort (including negligence), statutory duty, or otherwise arising out of or in connection with the Terms and Conditions; shall, in respect of any one or more events or series of events (whether connected or unconnected) taking place within any twelve-month period, be limited to the Fees paid by Partner in such period.
- 9.3. The Partner undertakes to indemnify Umbraco against any costs due to service/product liability loss, third party loss or other third party claims due to the Customer's use of the services rendered.

10. DUTY OF CONFIDENTIALITY AND DATA SECURITY

- 10.1. Umbraco will only process data in accordance with the instructions and not for its own, unauthorized purposes.
- 10.2. Umbraco will keep confidential all of the confidential information that the application developed provides to Umbraco save to where such information has come into the public domain other than by breach of this clause, or where Umbraco has obtained the information from a third party without a duty of confidence or where it is required to be disclosed by a regulatory or government body or court of competent jurisdiction.
- 10.3. Umbraco shall take all necessary technical and organizational security measures ensure the safe and secure processing of any data.
- 10.4. Where the application provides information, user names or passwords in relation to any third-party systems, information feed or service to Umbraco, the

Partner shall warrant that the provision of such information or the storage and use by Umbraco of such information shall not breach the terms and conditions for such service or any other third-party rights. The Partner shall indemnify and hold harmless Umbraco from any and all loss, damage, cost and expense arising from breach of this clause.

11. CHANGE OF TERMS AND CONDITIONS

11.1. Umbraco may update these Terms and Conditions from time to time. The current version of the Terms and Conditions in force from time to time is available on Umbraco website. Umbraco shall strive to provide reasonable notice of any changes by posting such changes on the web site. Further use of the Application/service after any change to the Terms and Conditions shall be deemed to be acceptance of such Terms and Conditions. It is the Customer's responsibility to check the website regularly to keep updated on any changes to these Terms and Conditions.

12. DISPUTES

13.1 These terms and conditions shall be construed in accordance with the laws of Denmark and each party hereby irrevocably submits to the non-exclusive jurisdiction of the courts of Denmark.

13. Validity

13.1. Validity: These Terms and Conditions become effective on XXXXX 2019, and supersede all previous terms and conditions.