

Terms and Conditions Umbraco Forms, Umbraco Deploy On-premises, Umbraco Workflow, Umbraco Commerce and Umbraco UI Builder

1. ACCEPTANCE OF TERMS AND CONDITIONS

1.1 These terms and conditions ("Terms and Conditions") are accepted by ticking off "Accept Terms and Conditions" in the check-out form, or by using the application or 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 mentioned in these terms then first contact us on contact@umbraco.com.

2. SCOPE AND USE

2.1 In accordance with these Terms and Conditions, the Customer is granted a non-exclusive limited right to use one or more of the listed licenses determined by the actual order:

Umbraco Forms
Umbraco Deploy on Premises
Plumber/ Umbraco Workflow
Umbraco Commerce
Umbraco UI Builder

2.2 Only the Customer is entitled to use the license, but the license can be used for or on behalf of other parties or the provision of services for other parties than the Customer.

2.3 The Customer shall ensure that the license 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. PRICES AND TERMS OF PAYMENT

3.1 The terms of payment are net 8 days after invoice date unless order is placed and paid by credit card.

3.2 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.

3.3 The prices, rates and 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.

3.4 The price model for Umbraco Deploy On-premises is based on a fixed one-time fee and a yearly subscription fee. Prices vary with Umbraco Partner and Support level.

3.5 The price model for Plumber/ Umbraco Workflow is based on a yearly subscription fee. Prices vary with Umbraco Partner and Support level.

4. OPERATIONAL STABILITY

4.1 Umbraco strives towards the highest possible operational stability on the license, 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, telecoms connections or the like.

4.2 The Application / the license 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.

4.3 In the event of an interruption of the license, Umbraco will use reasonable commercial endeavors to restore normal operations as soon as possible.

5. INTELLECTUAL PROPERTY

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

5.2 No intellectual property rights are assigned to the Customer.

5.3 In relation to any and all material uploaded by the Customer 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 Customer represents and warrants that no uploaded material or Customer 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.

6. ASSIGNMENT

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

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

7. UMBRACO'S LIABILITY

7.1 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.

7.2 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 Customer in such period.

7.3 The Customer 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.

8. INFRINGEMENT OF THIRD PARTY RIGHTS

8.1 Umbraco must indemnify Customer for any claims submitted by a third party that the Application and/or service infringes patents, copyright or trademark rights or misuses trade secrets pursuant to this clause.

8.2 Customer must immediately notify Umbraco in writing of any third party claim regarding infringement of rights. Umbraco will then be allowed to defend itself against such a claim regarding infringement of third party rights and pay any costs related thereto.

8.3 If a final judgment is entered in favour of a third party where infringement is established, Umbraco is, at its own discretion, entitled to obtain a valid license for the Application and/or service or to terminate the infringement by modifying or replacing the Application and/or service with a solution that in all material respects has the same functionality as the Application and/or service. In the alternative, Application and/or service is entitled to terminate the Agreement with immediate effect against repayment of the license fee for the terminated part of the Application and/or service.

8.4 Umbraco's obligations do not apply to the extent where a claim or a final judgment is based on:

Customer's non-compliance with the Agreement, the general terms or any other applicable terms including license terms;

Customer's integration of the Application and/or service with a product, data or business processes not provided by Umbraco, including third party add-ons or programs; use of the Application and/or service for other purposes than the intended purpose and/or contrary to the instructions regarding proper use.

This clause is Customer's only remedy for breach in the event of infringement of a third party's intellectual property rights.

8.5 Customer will indemnify and defend Umbraco from and against all third party claims arising from or in connection with Customer's use of the Application and/or service or Customer's data, or any use thereof, without regard to any limitations of liability.

9. DUTY OF CONFIDENTIALITY AND DATA SECURITY

9.1 Umbraco will only process Customer data in accordance with the Customer's instructions and not for its own, unauthorized purposes.

9.2 Umbraco will keep confidential all of the Customer's confidential information that the Customer 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.

9.3 Umbraco shall take all necessary technical and organizational security measures to ensure the safe and secure processing of any Customer data.

9.4 Where the Customer provides information, usernames or passwords in relation to any third party systems, information feed or service to Umbraco, the Customer 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 Customer shall indemnify and hold harmless Umbraco from any and all loss, damage, cost and expense arising from breach of this clause.

10. CHANGE OF TERMS AND CONDITIONS

10.1 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 endeavor 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.

11. DISPUTES

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

12. VALIDITY

12.1 These Terms and Conditions become effective on April 21st 2023 and supersede all previous terms and conditions.

LEGACY