

# Subscription Terms and Conditions Umbraco Support

## 1. ACCEPTANCE OF SUBSCRIPTION TERMS AND CONDITIONS

1.1 These subscription 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](mailto: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.

2.2 For Umbraco support services 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 have to be set out in separate agreement or terms for the specific product.

## 3. SCOPE AND USE OF SUBSCRIPTION

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

Umbraco Professional Support  
Umbraco Standard Enterprise Support  
Umbraco Custom Enterprise Support

3.2 Covered domains and support tiers for Umbraco Support

Umbraco Professional Support is assigned to a single domain and includes all sub domains as well as two specified development domains.

Umbraco Standard Enterprise Support is assigned up to five domains and includes all subdomains as well as two specified development domains per assigned domain.

Umbraco Standard Enterprise Support includes one session of architectural advising on the latest version om Umbraco, and one Code review per agreement, per month.

Umbraco Custom Enterprise Support covers a flexible number of domains and licenses. This will be described in the specific agreement.

### 3.3 Versions supported including Forms and Courier

Umbraco runs a three-digit version control regime e.g. 1.2.3.:

First digit “majors” – released typically on a two-year cycle.

Second digit “minors” are released between majors and allow for upgrading within the same major.

Third digit “patches” are typical security batches and runs between minors.

For a two-year period, the major with the highest minor before the launch date of the latest major is supported e.g. we support version 7.15.X. in a two-year period from the release of 8.X.X.

### 3.4 Not covered by the support

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

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

3.6 The Customer shall ensure that the support 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.

## 4. PRICES AND TERMS OF PAYMENT

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

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. Interest on overdue payments accrue in accordance with applicable law. If payment is not received within 7 days after reminder 2, access to the support will be suspended. Access to the service will be unblocked 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.

## 5. TERMINATION

5.1 For Umbraco support services (Professional, Standard and Custom Enterprise Support) the subscription is interminable the first year. Thereafter it can be terminated to the end of an invoicing yearly period.

5.2 The Customer terminates the subscription by sending an email to [contact@umbraco.com](mailto:contact@umbraco.com).

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

## 6. SUPPORT TIERS AND RESPONSE TIMES

6.1 Umbraco guarantees a response within 12 hours. The 12-hour response time applies to business days, so that weekends, holidays and announced closing days are not part of the 12-hour elapsed time.

6.2 Architectural advising and code review are by appointment only. Allow for up to 15 business days' notice for Architectural advising and 20 business days' notice for Code reviews.

6.3 Each account is allowed one active support request at any given time. Additional requests may be submitted at any time, but only the first active request from any account will have the applicable support terms and response time applied.

6.4 In order to receive support for an issue or question the customer must submit the support request via the Umbraco Support area of the Application or by using the website form.

6.5 Bug Fix Warranty. Umbraco agrees to resolve any bug identified by a customer, in a covered product and by mutual agreement between the customer and Umbraco.

6.6. Umbraco agrees to provide a fix which corrects or mitigates the behaviour introduced by the bug within 7 business days from the date the bug is confirmed by mutual agreement. The fix may require the customer to upgrade to the latest Umbraco release and may be provided as a patch, a manual update, or a full release at the discretion of Umbraco.

6.7 The bug fix warranty applies to bugs identified as security vulnerabilities, site stability issues, and bugs resulting in loss of data. In addition, the bug must be reproducible in other environments.

6.8. Bugs not related to security, stability, or loss of data are not subject to the bug fix warranty. However, Umbraco will make a best effort to resolve these bugs with the subsequent official release.

## 7. OPERATIONAL STABILITY

7.1 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, telecoms connections or the like.

7.2 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.

7.3 In the event of an interruption of service Umbraco will use reasonable commercial endeavours to restore normal operations as soon as possible.

## 8. INTELLECTUAL PROPERTY

8.1 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 that the Customer is aware of.

8.2 No intellectual property rights are assigned to the Customer.

8.3 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.

## 9. ASSIGNMENT

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

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

## 10. UMBRACO'S LIABILITY

10.1 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.

10.2 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.

10.3 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.

## 11. INFRINGEMENT OF THIRD PARTY RIGHTS

11.1 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.

11.2 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.

11.3 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.

11.4 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.

11.5 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.

## 12. DUTY OF CONFIDENTIALITY AND DATA SECURITY

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

12.2 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.

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

12.4 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.

## 13. CHANGE OF TERMS AND CONDITIONS

13.1 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 endeavour 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.

## 14. DISPUTES

14.1 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.

## 15. VALIDITY

15.1 These Terms and Conditions become effective on October 7th 2020, and supersede all previous terms and conditions.

LEGACY