Terms and Conditions for Umbraco Technology Partner Program

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 Technology Partner (the "Partner"). If the Partner is a legal person, these Terms and Conditions are accepted on behalf of the Partner. 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 at contact@umbraco.com.

SUBSCRIPTION TERM AND INVOICING

2.1 The subscription becomes effective upon placement of the 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.

SCOPE, USE OF SUBSCRIPTION AND REQUIREMENTS.

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

3.2 Services in the Umbraco Technology Partner Program as per the program page [https://umbraco.com/become-an-umbraco-tech-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-tech-partner/].
It includes two hours of architectural advising per subscription period (year) on the latest version of Umbraco and/or 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 Partner 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 other than the Partner.

3.5 The Partner 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 Partner shall ensure that the on the website listed criteria for entering the technology partner program [https://umbraco.com/become-an-umbraco-tech-partner/] is met at any given time.

PRICES AND TERMS OF PAYMENT

4.1 The terms of payment are net 8 days after the 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 Partner accepts that invoices and reminders sent by email to the email address provided by the Partner 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)

4.6 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.

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 Partner 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 Partner 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.

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.

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 Partner is aware of.

7.2 No intellectual property rights are assigned to the Partner.

7.3 In relation to any and all material uploaded through the APP and any and all Partner data, the Partner 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 Partner. 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.

ASSIGNMENT

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

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

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 Partner's use of the services rendered.

INFRINGEMENT OF THIRD PARTY RIGHTS

10.1 Umbraco must indemnify Partner 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.

10.2 Partner 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.

10.3 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.

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

Partner's non-compliance with the Agreement, the general terms or any other applicable terms including license terms;
Partner'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 Partner's only remedy for breach in the event of an infringement of a third party's intellectual property rights.

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

DUTY OF CONFIDENTIALITY AND DATA SECURITY

11.1 Umbraco will only process data in accordance with the instructions and not for its own, unauthorized purposes.

11.2 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.

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

11.4 Where the application provides information, usernames 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.

CHANGE OF TERMS AND CONDITIONS

12.1 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 the Umbraco website. Umbraco shall strive to provide reasonable notice of any changes by posting such changes on the website. 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 Partner's responsibility to check the website regularly to keep updated on any changes to these Terms and Conditions.

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.

VALIDITY

14.1 These Terms and Conditions become effective on June 30th 2021, and supersede all previous terms and conditions.