

Terms and Conditions for Umbraco Partners

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.

2. SUBSCRIPTION TERMS 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 Partnering the subscription period runs yearly. First period being one year from the order date. Subsequent periods are also yearly. Exceptions to the described periods have to be set out in separate agreement or terms for the specific product

2.3 Umbraco Credits run for a period of 2 years from purchase / renewal date, whereafter they will expire.

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 Platinum Partnership
Umbraco Gold Partnership
Umbraco Silver Partnership
Umbraco Certified Partnership
Umbraco Registered Partnership
Umbraco Credits

3.2 As an Umbraco Partner the customer is part of a credit system with the following terms:

At the start of every billing period the Partner pays a subscription and receives a set amount of credits.

The subscription price is determined by the partner level.

Unused credits are rolled over to the next period (year).

Credits expire after 2 years from the purchase date.

Credits are used based on a FIFO principle (First-In-First-Out).

Credits are lost after 2 years from the purchase date if the customer doesn't renew a partnership

Credits can not be paid out as cash, exchanged for other goods or services except the listed ones. Prices and products available might change over time.

Some products / services purchased with credits do have separate terms and conditions and can be found here: <https://umbraco.com/terms-and-conditions/>

3.3 The Customer shall ensure that the Umbraco Partnership 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 canceled 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 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 Partnering the subscription is interminable the first year thereafter it can be terminated 30 days prior to the beginning of the subscription period.

5.2 The Customer terminates the subscription by sending an email to 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. 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, telecoms 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.

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

7. INTELLECTUAL PROPERTY

7.1 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.

7.2 No intellectual property rights are assigned to the Customer.

7.3 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.

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 Customer in such period.

9.3 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.

10. INFRINGEMENT OF THIRD PARTY RIGHTS

10.1 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.

10.2 Customers 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 favor 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:

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.

10.5 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.

11. DUTY OF CONFIDENTIALITY AND DATA SECURITY

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

11.2 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.

11.3 Umbraco shall take all necessary technical and organizational security measures in order to ensure that no data is accidentally or illegally destroyed, lost or impaired. Furthermore Umbraco shall take all necessary technical and organizational security measures to ensure that no data comes to the knowledge of an unauthorized person, are abused or moreover is treated in violation of the relevant legislation. Umbraco shall upon demand from the Customer give the Customer sufficient information so that the Customer can ensure that the above mentioned technical and organizational security measures are taken.

11.4 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.

12. 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 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.

13. 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 exclusive jurisdiction of the courts of Denmark.

14. VALIDITY

14.1 These Terms and Conditions become effective on August 24th 2023, and supersede all previous terms and conditions.

LEGACY