

Supplier Terms

G-Cloud 15

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SUPPLIER TERMS

These **SUPPLIER TERMS** apply between **THE PARTIES** who have signed a G-Cloud 15 **CALL OFF CONTRACT** including the Part A Order Form under the G-Cloud 15 **THE FRAMEWORK AGREEMENT**, which provides for these SUPPLIER TERMS. The PARTIES are as per the CALL OFF CONTRACT:

(1) **THE SUPPLIER** Corporate Document Services Ltd. whose registered office is situated at Riverside House, 7 Canal Wharf, Holbeck, Leeds LS11 5AS.

and

(2) **THE BUYER**

WHEREAS:

1. The FRAMEWORK AGREEMENT and the CALL OFF CONTRACT contain contractual provisions which apply to and bind the PARTIES.
2. THE BUYER wishes to have certain consultancy design and technical development services provided in connection with the BUYER'S digital platform and presence, (the "SERVICES"); and
3. THE SUPPLIER represents that it has the appropriate expertise, skills and resources to provide, and is willing to provide, the SERVICES.

AND NOW THEREFORE IN CONSIDERATION OF the mutual promises hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, BUYER and the SUPPLIER agree as follows: -

1. DEFINITIONS

The following terms and expressions shall have the meaning respectively assigned to them in this Clause.

- 1.1. "AFFILIATE" shall mean any subsidiary or parent company of any company or any other subsidiary of such parent company. For the purpose of this definition, "subsidiary" and "parent company" shall have the meaning respectively assigned to them under Section 1161 (5), Companies Act, 2006, as amended by Section 144, Companies Act, 1989.
- 1.2. "BACKGROUND IPRS" shall mean Intellectual Property, as defined in Schedule 6 of the CALL OFF CONTRACT.
- 1.3. "COMMENCEMENT DATE" means the go live date stated in the CALL OFF CONTRACT or the STATEMENT OF WORK as the case may be.
- 1.4. "PROJECT SPECIFIC IPRS" shall mean all and any Intellectual Property as defined in in Schedule 6 of the CALL OFF CONTRACT

CONFIDENTIAL

INFORMATION” means Data, Personal Data and any information, which may include (but isn’t limited to) any: information about business, affairs, developments, trade secrets, know-how, personnel, and third parties, including all Intellectual Property Rights (IPRs), together with all information derived from any of the above other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential').

- 1.5. “INTELLECTUAL PROPERTY” or IPRS shall mean Intellectual Property as defined in Schedule 6 of the CALL OFF CONTRACT
- 1.6. “PARTY” shall mean either BUYER or THE SUPPLIER as the context may require and “PARTIES” shall mean BUYER and THE SUPPLIER.
- 1.7. “STATEMENT OF WORK” shall mean the statement of work for the SERVICES and any subsequent statements of work, which must be in the form of Schedule 3 which are agreed to between the PARTIES in writing from time to time, and which break down work stated a CALL OFF CONTRACT. All agreed STATEMENTS OF WORK should be numbered consecutively and shall be deemed incorporated herein by reference.
- 1.8. “SERVICES” shall mean the G-Cloud Services which are the subject of an order from the BUYER which will be provided by THE SUPPLIER to the BUYER as outlined in the applicable STATEMENT OF WORK.
- 1.9. “TERM” means the term of the CALL OFF CONTRACT as set out in the Order Form.
- 1.10. Words capitalised but not defined in these SUPPLIER TERMS shall bear the meaning given to them in the CALL OFF CONTRACT.

2. INCORPORATION OF TERMS

The Call-Off Contract and the G-Cloud 15 Framework Agreement apply to these Supplier Terms and take precedence in accordance with the order of precedence set out in the Call-Off Contract.

3. SERVICES

- 3.1. THE SUPPLIER shall provide the SERVICES as set out in the CALL OFF CONTRACT and as more fully detailed Schedule 3.

4. DURATION OF SUPPLIER TERMS

- 4.1. The PARTIES agree that these SUPPLIER TERMS shall continue for the TERM, unless terminated earlier in accordance with the CALL OFF CONTRACT.
- 4.2. Any initial TERM may be extended for rolling periods upon the mutual written agreement of the PARTIES as provided for in the CALL OFF CONTRACT.
- 4.3. Any STATEMENT OF WORK will detail the start and end dates and other key information which is relevant to delivery of the SERVICES.

5. THE SUPPLIER OBLIGATIONS

- 5.1. THE SUPPLIER will provide and perform the SERVICES:
 - 5.1.1. in accordance with the CALL OFF CONTRACT
 - 5.1.2. with due care and diligence and with the skill to be reasonably expected of a provider in the type of services to be provided and performed under these SUPPLIER TERMS; and
 - 5.1.3. in compliance with all applicable legal obligations.
- 5.2. For the avoidance of doubt, THE SUPPLIER shall comply with any timescales or key dates identified in the applicable STATEMENT OF WORK.
- 5.3. To the extent that any timescales are impacted by the BUYER, such timescales shall consequently be reasonably extended.
- 5.4. Save as expressly provided in the CALL OFF CONTRACT and the provisions of these SUPPLIER TERMS, all other warranties relating to the SERVICES, (whether expressed or implied by law, custom or otherwise) are excluded to the fullest extent permitted by law.

6. ASSIGNMENT & SUB-CONTRACTING

- 6.1. Neither PARTY shall assign these SUPPLIER TERMS or any part of it or any benefit or interest in or under it to any person whatsoever without the prior written consent of the other PARTY, such consent shall not be unreasonably withheld or delayed.
- 6.2. THE SUPPLIER may sub-contract its obligations to deliver the SERVICES, or any part of them under these SUPPLIER TERMS.
- 6.3. Excluding that which is stated in clause 7.1(a) below THE SUPPLIER shall be responsible for all work, acts, omissions and defaults of any party to whom any part of the SERVICES is sub-contracted by THE SUPPLIER as if they were work, acts, omissions or defaults of THE SUPPLIER.

7. VARIATION PROCESS

- 7.1. The Buyer can request in writing a change to this Call-Off Contract if it isn't a material change to the Framework Agreement/or this Call-Off Contract. Once implemented, it is called a Variation.
- 7.2. The Supplier must notify the Buyer immediately in writing of any proposed changes to their G-Cloud Services or their delivery by submitting a Variation request. This includes any changes in the Supplier's supply chain.
- 7.3. If either Party can't agree to or provide the Variation, the Buyer may agree to continue performing its obligations under this Call-Off Contract without the Variation or End this Call-Off Contract by giving 30 days' notice to the Supplier.
- 7.4. The PARTIES will take note of the Variation Form Schedule 8 of the FRAMEWORK AGREEMENT in respect of any Variation.

8. FORCE MAJEURE

- 8.1. The meaning of FORCE MAJEURE is as defined in the FRAMEWORK AGREEMENT.
- 8.2. Neither Party will be liable to the other Party for any delay in performing, or failure to perform, its obligations under the CALL OFF CONTRACT (other than a payment of money) to the extent that such delay or failure is a result of a FORCE MAJEURE event.
- 8.3. A PARTY will promptly (on becoming aware of the same) notify the other PARTY of a FORCE MAJEURE event or potential FORCE MAJEURE event which could affect its ability to perform its obligations under the CALL OFF CONTRACT.
- 8.4. Each PARTY will use all reasonable endeavours to continue to perform its obligations under the CALL OFF CONTRACT and to mitigate the effects of FORCE MAJEURE.
- 8.5. If a FORCE MAJEURE event prevents a Party from performing its obligations under the CALL OFF CONTRACT for more than 60 consecutive Working Days, the other Party can End the CALL OFF CONTRACT with immediate effect by notice in writing.

9. OWNERSHIP AND RIGHTS OF USE

- 9.1. Legal and beneficial title to all BACKGROUND IP shall belong to and remain vested in the owning Party THE SUPPLIER (or, where appropriate, in a third party licensor).
- 9.2. In consideration of the fees due under these SUPPLIER TERMS, THE SUPPLIER grants to BUYER a perpetual, royalty-free, non-exclusive, non-transferable, irrevocable licence to use the BACKGROUND IP solely for BUYER' internal business purposes and in connection with the receipt of the Services. Maintenance or support of such software or third party licensed property shall be subject to, and contingent on, separate licencing agreement between the PARTIES.
- 9.3. For the avoidance of doubt, THE SUPPLIER does not take responsibility for and is not liable for the services or delivery third parties licensors.
- 9.4. All PROJECT SPECIFIC IPRS shall vest in and be owned absolutely by BUYER upon full payment by BUYER of all undisputed monies due and owing under the CALL OFF CONTRACT.
- 9.5. Subject to that stated below, in consideration of the payment of all sums owing under these SUPPLIER TERMS by BUYER to THE SUPPLIER, THE SUPPLIER assigns and where practicable shall procure the assignment to BUYER of all PROJECT SPECIFIC IPRS.
- 9.6. BUYER grants to THE SUPPLIER a non-exclusive, irrevocable, royalty-free licence to use BUYER BACKGROUND IPRS of the BUYER during the Term,

and thereafter as may be reasonable and necessary for the purposes of providing the SERVICES.

- 9.7. Neither PARTY shall have any right to use any of the other Party's names, logos or trade marks on any of its products or services without the other Party's prior written consent
- 9.8. BUYER acknowledges that any BACKGROUND IP shall be licensed to BUYER only for use in connection with these SUPPLIER TERMS.
- 9.9. Under no circumstances shall such licence include any licence or right of access in relation to any source code existing in BACKGROUND IP or PROJECT SPECIFIC IPRS or in any such programs except as may be agreed in writing with THE SUPPLIER. The IPRS in such source code shall remain the property of THE SUPPLIER or the relevant third party owner as the case may be. BUYER shall not be entitled (save to the extent permitted by law) to copy, adapt, reverse compile, decode or otherwise translate any such program.
- 9.10. Each party at their respective expense shall do all further acts and deeds and execute all such further documents and instruments as may from time to time be required to give effect to the ownership or licence of IP as envisaged by this Clause.
- 9.11. THE SUPPLIER acknowledges and agrees that no work done or method employed by it in the provision and performance of the SERVICES or any item provided by it as part thereof or as a result thereof or any use made by BUYER or any of its AFFILIATES of any such item provided by THE SUPPLIER under the CALL OFF CONTRACT shall infringe any third party intellectual property right protected by law, including without limitation any letters patent, registered design, trade mark, copyright or design right.

10. CONFIDENTIALITY

- 10.1. Each PARTY (the "RECEIVING PARTY") shall treat as confidential any information it acquires from or which is provided to it under or in connection with CALL OFF CONTRACT by the other PARTY (the "DISCLOSING PARTY") which is identified by the DISCLOSING PARTY as confidential or which by its very nature is confidential and during a period of five years from the date of this THE CALL OFF CONTRACT shall not disclose to, place at the disposal of or use for the benefit of or on behalf of any third party or enable any third party to use, peruse or copy such confidential information or any part thereof without the prior specific written consent of the DISCLOSING PARTY.
- 10.2. THE SUPPLIER shall not use the Confidential Information of the BUYER for any purpose other than the execution of the SERVICES.
- 10.3. The provisions of Sub-Clause 10.1 shall not apply to information which:
- 10.3.1. prior to it being acquired hereunder is part of the public domain or at any time thereafter becomes part of the public domain other than because of breach by the RECEIVING PARTY of its confidentiality obligations under this Clause 10; or

- 10.3.2. was independently received by the RECEIVING PARTY from a third party whose possession is lawful and who has the full right to disclose and who did not receive it either directly or indirectly from the DISCLOSING PARTY or any of its AFFILIATES; or
- 10.3.3. was developed independently by employees of the RECEIVING PARTY without the benefit of the Confidential Information supplied by the DISCLOSING PARTY; or
- 10.3.4. was known to the RECEIVING PARTY prior to receipt of Confidential Information of the DISCLOSING PARTY, as evidenced by reasonable written records; or
- 10.3.5. is required to be disclosed in order to comply with the requirements of any court order or any law, rule or regulation of any governmental body having jurisdiction or of any relevant stock exchange, provided the RECEIVING PARTY first gives reasonable advance notice to the DISCLOSING PARTY and reasonably cooperates with the DISCLOSING PARTY to secure confidential protection of such Confidential Information.

11. INVOICING & PAYMENT

- 11.1. In consideration of the performance THE SUPPLIER'S obligations under THE CALL OFF CONTRACT by THE SUPPLIER, the BUYER shall pay the Price in accordance with THE CALL OFF CONTRACT, as may be more fully detailed in the STATEMENT OF WORK.
- 11.2. THE SUPPLIER shall submit a monthly consolidated invoice to the BUYER, which shall include the following detail: item; client; cost code; value; and VAT.
- 11.3. The amount of each correctly raised invoice shall become due for payment within thirty days from the date on the invoice.
- 11.4. All sums that become due for payment to THE SUPPLIER under this CALL OFF CONTRACT are exclusive of Value Added Tax which shall be payable by BUYER to THE SUPPLIER, where applicable, at the rate and in the manner prescribed by law from time to time as an addition to such sums.
- 11.5. If any bona fide undisputed amount payable to THE SUPPLIER by BUYER under the CALL OFF CONTRACT is left outstanding beyond the due date for payment, THE SUPPLIER may, without prejudice to its other rights charge interest pursuant to the Late Payments of Commercial Debts (Interest) Act 1998.
- 11.6. Should THE SUPPLIER incur any costs in collecting payment of an overdue account, all such costs will be charged to BUYER, who will not have discharged their liability to THE SUPPLIER until such costs are paid.

12. TERMINATION

- 12.1. BUYER and THE SUPPLIER shall each have the right by giving notice in writing to the other PARTY to terminate all or any part of the SERVICES or these SUPPLIER TERMS at such time or times as the notifying PARTY may consider necessary for any of the reasons, and in accordance with clause 18 of the CALL OFF CONTRACT and ORDER FORM.
- 12.2. On termination the PARTIES will use reasonable commercial endeavours to agree the completion and payment arrangements in relation to of any Services due to be delivered or being delivered under any Statement of Work.

13. LIMITATION OF LIABILITY

- 13.1. Nothing contained in these SUPPLIER TERMS shall exclude or limit the liability of either PARTY for death or personal injury resulting from its negligence or the negligence of its employees, its agents and/or sub-contractors.
- 13.2. The PARTIES agree to the liability provisions and limitations as set out in the ORDER FORM, CALL OFF CONTRACT and clauses 4.1 - 4.3 of the FRAMEWORK AGREEMENT.

14. GENERAL LEGAL PROVISIONS

- 14.1. Nothing contained herein shall be construed as creating a joint venture, a legal partnership, or a relationship of principal and agent between BUYER and THE SUPPLIER.
- 14.2. In the event that any one or more of the provisions of these SUPPLIER TERMS shall, for any reason, be held by any competent authority to be invalid, illegal or unenforceable in any respect, in whole or in part, such invalidity, illegality or unenforceability shall not affect any of the other provisions of these SUPPLIER TERMS or the remainder of the provision in question and these SUPPLIER TERMS shall be construed as if such invalid, illegal or unenforceable provision or invalid, illegal or unenforceable part thereof had never been contained herein.
- 14.3. Failure or delay in the prompt enforcement of any right hereunder shall in no way be construed as a waiver of such right. No right or remedy of a PARTY shall be deemed waived except pursuant to a written waiver executed by a PARTY against whom the waiver is to be enforced. Waiver of any provision of on any occasion shall not be construed as a waiver of any other provision or that provision on any other occasion.
- 14.4. The provisions of Clauses 9, 10, 12 and 13 shall survive termination of the SERVICES or termination of these SUPPLIER TERMS for any reason whatsoever.
- 14.5. Subject to the order of precedence clauses, these SUPPLIER TERMS (including the Schedules) and any clauses incorporated by reference

constitutes the entire agreement between the PARTIES with respect to the SERVICES and supersedes all prior negotiations, representations or agreements related to these SUPPLIER TERMS, either written or oral.

14.5.1.1. In the event of any conflict or inconsistency, the order of precedence set out in the Call-Off Contract shall apply.

15. GOVERNING LAW

- 15.1. These SUPPLIER TERMS shall be construed, take effect and be governed in all respects in accordance with English Law excluding those conflict of law rules and choice of law principles which would deem otherwise and shall be subject to the exclusive jurisdiction of the English Courts, save that any judgement, declaration, award or order obtained in the English Courts may be enforced in any jurisdiction.

IN WITNESS WHEREOF, BUYER and THE SUPPLIER has caused these SUPPLIER TERMS to be signed and executed on their behalf by their duly authorised representatives, in two original counterparts (one for each of the PARTIES) as of the day and year first above written.

Signed for and on behalf of	Signed for and on behalf of
Corporate Document Services Ltd	BUYER
Signature:	Signature:
Name:	Name:
Position/Title:	Position/Title:

16. SCHEDULE 1

SERVICES: Cloud Services the SUPPLIER is capable of providing through the Platform - see Schedule 1 of CALL OFF CONTRACT

Examples:

- Business Intelligence services
- Case management implementation
- Cloud hosting services
- Cloud managed services
- CMS implementation
- Content design and strategy services
- Cyber security
- Data strategy and implementation services
- Design and user experience services
- Design and implementation of AI systems
- Project consultancy
- Project management
- Research and insight services.
- Software consultancy
- Software development
- Support services
- Technical consultancy
- Web site development.

17. SCHEDULE 2

Statement of Work Charges Breakdown

[INSERT]

***Note: Call-Off Contract charges**

For each individual Service, the applicable Call-Off Contract Charges (in accordance with the Supplier's Platform pricing document) can't be amended during the term of the Call-Off Contract. For the detailed Charges breakdown for the provision of Services during the Term please see our SFIA Rate card.

18. SCHEDULE 3

Statement of Work

This Statement of Work relates to Supplier Terms signed between the Buyer and the Supplier on [INSERT]

SOW number: [INSERT]

Date: [INSERT]

Note: Where applicable, scope, budget and timescales will be dependent on a fixed price discovery phase.

Deliverables: [INSERT]

Charges for Deliverables: [INSERT]

Acceptance Criteria: [INSERT]

Key Performance Indicators: [INSERT]

Service Levels: [INSERT]

Method of Delivery: The Services will be delivered via a [INSERT]

Timetable/ Phase(s) of delivery:

Start Date [INSERT]

End Date [INSERT]

Go Live Date: [INSERT]

Expenses/Travel/Subsistence: [INSERT]

Travel and subsistence Included in day rate within M25 for London based consultants, otherwise payable at department's standard UK government T&S rates

Mileage As above

Invoicing /Payment Arrangements: [INSERT]

Assumptions/ Derogations:

1. Where the Services include the use of licenced products, including software licences associated with project delivery, these third-party terms and condition may contain provisions that are material to delivery or quality of the service, and these bind the Buyer. The Supplier shall not be held liable for any act,

omission or failure of such third parties regardless of whether it holds the licence with such third party or not.

Signed for and on behalf of	Signed for and on behalf of
SUPPLIER	BUYER
Signature:	Signature:
Name:	Name:
Position/Title:	Position/Title:



Umbraco Terms: 29th January 2026

General terms and conditions

1. INTRODUCTION 1.1.

These general terms and conditions ("General Terms") are accepted by ticking off "Accept Terms and Conditions" in the check-out form, by entering into an agreement referencing these General Terms, or by using the application or services, and apply between Umbraco A/S ("Umbraco") and the customer ("Customer").

1.2.

This is a business-to-business service only. 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 Umbraco on contact@umbraco.com.

1.3.

The General Terms apply to the delivery of all products, deliverables and services from Umbraco to Customer ("Services"). A Service may be subject to additional specific terms and conditions ("Service Terms"). The General Terms and the Service Terms form an integrated part of the Agreement (as defined below). The provisions of the Service Terms prevail in the event of conflict with the provisions of the General Terms.

1.4.

"Agreement" means any agreement for the delivery of Services between Customer and Umbraco, regardless of the medium and method of entering into the Agreement and whether signed, confirmed by e-mail or otherwise legally formed.

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1.5.

Unless explicitly subject to other terms and conditions, the General Terms and applicable Service Terms apply to Services provided by Umbraco prior to entering into the Agreement as well as additional services derived from or otherwise related to the Services.

1.6.

The Agreement is a two-party contract between Umbraco and Customer; any Services are deemed provided to Customer, under Customer's responsibility and subject to the Agreement, regardless of the actual service recipient, known or unknown, if different from Customer. The relationship between Customer and any third party, including any service recipients, is of no consequence to Umbraco and does not release Customer from any obligations in the Agreement. Customer is expressly not authorized to bind Umbraco or act as its agent in relation to any third party.

2. THE SERVICES

2.1.

The Services are specified in the Agreement which contains the exhaustive specification of the Services and the requirements in relation hereto, including scope, quantity, and quality as well as any specific expectations hereto.

2.2.

The Services must be provided in accordance with recognised and generally accepted good practice within Umbraco's industry.

2.3.

Within the framework of the Agreement and the specifications therein, Umbraco decides on how to structure and provide the Services, including methods, design, and functionality.

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3. PROFESSIONAL SERVICES

3.1.

Unless expressly set out in the Agreement, all professional services including but not limited to, consultancy services, support services, maintenance, training and events ("Professional Services"), are provided on a reasonable efforts basis meaning that Umbraco will use commercially reasonable work efforts to perform the Services but does not warrant or guarantee a specific functionality, result or outcome.

3.2.

For Professional Services, delivery is deemed to have taken place immediately and continuously as and when Umbraco performs the Services.

4. TIME SCHEDULE AND DELIVERY

4.1.

The Services shall be delivered in accordance with the time schedule set out in the Agreement.

4.2.

Unless otherwise agreed, delivery is deemed to have taken place for each part of the Services no later than the time when the Service was made available to Customer for commercial use. The risk of the Services passes to Customer at the time of delivery.

5. CHANGES

5.1.

Umbraco may update these General Terms and any Service Terms from time to time. The current version of the General Terms and the Service Terms in force from time to time are available on Umbraco's website. Umbraco will endeavour to provide reasonable notice of any changes by posting such changes on the web site. It is Customer's responsibility to check the website regularly to keep updated on any changes to the General Terms and Service Terms

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5.2.

If Customer cannot accept any changes by Umbraco, Customer may terminate the Agreement for convenience by giving written notice hereof to Umbraco at any time prior to the effective date of the changes. In such case the Agreement will be terminated for convenience per the effective date of the changes. Further use of a Service after the effective date of the changes shall be deemed to be acceptance of the changes.

6. USE OF SUB-SUPPLIERS

6.1.

Umbraco may use and replace sub-suppliers in the performance of the Services.

6.2.

Umbraco is directly responsible for the Services performed by a sub-supplier as if the Services were provided by Umbraco itself.

7. THIRD PARTY SERVICES

7.1.

The Services may include services from a third party, typically in the form of standardised services or products such as operating environments, hosting, online services, platforms, software, hardware, data, documentation, or other such services identified as such by Umbraco ("Third Party Services").

7.2.

Notwithstanding anything to the contrary, Umbraco assumes no liability of any kind for any Third Party Services, including concerning availability, functionality, updates, modifications or defects; Third Party Services are delivered strictly "as is".

7.3.

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For the avoidance of doubt, the third party providing the Third Party Services is not considered a sub-supplier.

7.4.

Umbraco may at any time replace suppliers of Third Party Services.

7.5.

This clause 7 applies to any third party service, whether integrated in the Services or made available to Customer as a standalone Service, etc.

8. PRICES AND PAYMENT

8.1.

The Services will be delivered against payment as set out in the Agreement.

8.2.

The terms of payment are 8 working days from the date of the invoice unless the order is placed by credit card.

8.3.

All prices are exclusive of VAT and other taxes/duties.

8.4.

Currencies are DKK, EURO, USD and GBP, as stated in the invoice and will be applied at the prevailing rate.

8.5.

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Interest on overdue payments accrue in accordance with two percent per month, unless mandatory applicable law specifies a maximum interest on overdue payments, in which case such maximum interest shall apply.

8.6.

Umbraco may adjust charges with three months prior written notice. If Customer cannot accept the price adjustment, Customer may terminate the Agreement for convenience in accordance with clause 5.2.

8.7.

Changes due to external circumstances, including in relation to currency rates, utilities, charges for insurance and carriage, change in prices for Third Party Services etc. permits Umbraco to further adjust its charges by the net impact of the changes without prior notice. If Customer cannot accept the price adjustment, Customer may terminate the Agreement for convenience in accordance with clause 5.2, with immediate effect by giving written notice hereof no later than 30 days after the effective date of the change in prices.

8.8.

Set-off against any payments invoiced by Umbraco is not permitted.

9. LIMITATION OF LIABILITY

9.1.

A Party is not liable for any indirect, or consequential damages, including lost profits or revenues, anticipated revenues, operating loss, loss of goodwill, business interruption, diminished business value or loss of data.

9.2.

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Each Party's aggregate liability in respect of all matters arising out of or in connection with the Agreement during any 12 months period, whether based on contract, indemnity, statute, equity or otherwise, is limited to an amount corresponding to 100 % of the payments received by Umbraco under the Agreement for the same period.

9.3.

The limitations of liability in these General Terms and in the Agreement apply to claims between Customer and Umbraco as a result of claims from data subjects under applicable law, including applicable data protection laws. Customers' claims against Umbraco cannot exceed the amount in the limitation of liability, and Customer must indemnify Umbraco for any claims from data subjects against Umbraco exceeding such amount.

9.4.

The limitations of liability do not limit a Party's liability in relation to:

- a) payment of any due invoices;
- b) losses that may not be excluded or limited according to applicable law which cannot be waived;
- c) product liability in relation to death or bodily harm;
- d) losses or damages incurred by Umbraco due to Customer's use of an EOL Version or EOL Service;
- e) breach of confidentiality undertakings set out in the Agreement; and
- f) gross negligence, wilful misconduct or fraud.

10. INTELLECTUAL PROPERTY RIGHTS

10.1.

Any information provided by the Umbraco Software and/or the Service, other than Customer's data, is protected by copyright and other intellectual property rights and is owned by or licensed to Umbraco unless stated otherwise by Umbraco.

10.2.

No intellectual property rights are assigned to Customer unless otherwise explicitly agreed.

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10.3.

Customer must notify Umbraco of any actual or suspected infringement of Umbraco's intellectual property rights and any unauthorized use of the Services that the Customer is aware of.

10.4.

Customer holds all rights to Customer's own data, including intellectual property rights.

10.5.

Customer grants Umbraco a non-exclusive, worldwide, royalty-free licence to use, reproduce and modify any Customer intellectual property rights to the extent necessary for Umbraco to perform the Services.

10.6.

The Umbraco CMS software itself is open source software licensed and provided under MIT (<https://github.com/umbraco/Umbraco-CMS>).

11. THIRD PARTY INDEMNIFICATION

11.1.

Subject to the limitation of liability Umbraco must indemnify and hold harmless Customer for any claims submitted and finally awarded to, a third party that the Service infringes the third party's intellectual property rights.

11.2.

Indemnification is conditional upon the Affected Party:

a) promptly notifying the Defending Party of the claim, giving the Defending Party the option of taking over the defence hereof;

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- b) giving the Defending Party any reasonably requested information and cooperation and sole authority to defend and settle the claim; and
- c) not making any statement which may prejudicially affect the chances of settlement or defence of the claim.

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 to the infringed intellectual property rights or bring an end to the infringement by modifying or replacing the Service with a solution that in all material respects has the same functionality as the Service.

11.4.

Alternatively, Umbraco is entitled to terminate the Agreement with immediate effect against repayment of the fees for the terminated part of the Service received within 12 months from the notification of the infringement to Umbraco, without the obligation to indemnify further loss or costs.

11.5.

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

- a) Customer's non-compliance with the Agreement, the General Terms, the Service Terms or any other applicable terms including license terms;
- b) Customer's integration of the Service with a product, data or business processes not provided by Umbraco, including third party add-ons or programs;
- c) use of the Service for other purposes than the intended purpose and/or contrary to the instructions regarding proper use.

11.6.

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

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11.7.

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

12. TERMINATION

12.1.

Termination for Convenience

12.1.1.

The Agreement may be terminated for convenience by Customer with one-month prior written notice to the end of a subscription period.

12.1.2.

The Agreement may be terminated for convenience by Umbraco by giving six months prior written notice to the end of a subscription period.

12.2.

Termination for cause

12.2.1.

Each Party may terminate the Agreement immediately for cause:

- a) if the other Party commits a material breach of the Agreement, and the material breach has not been remedied within 30 days of receipt of a written notice from the non-breaching Party to do so;
- b) if the other Party is responsible for a material breach of the Agreement which is not capable of remedy; or
- c) in the event of bankruptcy of the other Party, subject to the right of the bankruptcy estate to enter the Agreement to the extent permitted under the Danish Insolvency Act or similar applicable law.

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12.2.2.

Customer's failure to pay any outstanding amount (except for outstanding amounts disputed in good faith) is deemed a material breach.

12.3.

Effects of termination

12.3.1.

Termination for any reason has effect for the future only (ex nunc).

12.3.2.

Termination for any reason does not result in the repayment of any payments made.

13. FORCE MAJEURE

13.1.

No Party is in breach of any obligation to the extent and for the duration prevented from performing the obligation due to a force majeure event.

13.2.

Force majeure events include acts of God, war, mobilization, breakdown of telecommunication/Customer's infrastructure that are not provided by Umbraco, external security events (e.g. hacker attacks, attack by computer viruses or other third-Party destructive behaviour) and similar conditions (if the event is not the result of Umbraco's breach, including non-compliance with agreed security requirements under the Agreement), health and safety restrictions and recommendations issued by public authorities, pandemics, epidemics, natural disaster, strikes, lock-out, fire, damages to production plant, import and export regulations and other unforeseeable circumstances beyond the control of the Party concerned.

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14. DATA AND SECURITY

14.1.

Customer is responsible for ensuring proper backup of Customer's data.

14.2.

Customer is responsible for the accuracy and integrity of any data processed by Umbraco when utilising the Services; and Customer's transfer, migration and/or conversion of Customer's data to or from the Services.

15. CUSTOMER'S PERSONAL DATA

15.1.

If Umbraco undertakes to process personal data on behalf of Customer (as a data processor), the Parties must enter into a separate data processor agreement based on Umbraco's standard. The provisions of the data processor agreement prevail in the event of conflict with the provisions of the Agreement, the General Terms, or the Service Terms.

15.2.

Customer is responsible for and warrants, that any personal data processed by Umbraco upon instruction from Customer, can be done lawfully, is necessary, objective and that proper consent from the registered person has been obtained when required.

15.3.

Umbraco may anonymise and use for its own purposes any data received, generated, or processed as part of the Services. Umbraco holds any and all rights to the anonymised data, including intellectual property rights.

16. CONFIDENTIALITY

16.1.

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Each Party must observe complete confidentiality regarding any information and documentation etc. about the other Party in every respect as obtained in relation to the Agreement and the Services. This clause applies regardless of termination of the Agreement for any reason.

16.2.

Each Party may disclose confidential information to its representatives, including legal advisors, consultants etc. if the disclosure is necessary for legal advisors, consultants etc. to perform their roles or professional functionality in relation to the Agreement or the Services. A Party may further disclose confidential information to the extent that it is required to do so by mandatory law or regulation, or by an enforceable order of a court or public authority acting within the scope of its powers.

16.3.

The confidentiality obligations do not cover:

- a) information known or which becomes known to the receiving Party without obligation of confidentiality;
- b) information which is independently developed by the receiving Party;
- c) information which is known to the general public.

16.4.

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

17. END-OF-LIFE VERSIONS

17.1.

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Umbraco may at its sole discretion and at any time designate certain versions of the Services, including any solution or software, as End-of-Life-Versions ("EOL Versions").

17.2.

EOL Versions are not supported nor provided by Umbraco. Consequently, Umbraco may cease to provide any Services in relation to EOL Versions and the continued provision of e.g. support services may be subject to Customer upgrading EOL Versions to the latest version.

17.3.

Umbraco may at its own discretion continue to provide, or offer and provide certain specific, Services in relation to EOL Versions, including security updates ("EOL Services"). Such EOL Services are provided strictly "as is" without liability of any kind using commercial reasonable efforts and without any warranties, implied or otherwise, regardless of whether such Services were provided prior to the EOL Version designation. Customer is specifically advised that EOL Services may contain errors and result in e.g. damages, disabled functionality, outage, loss of data etc. Customer should thus not use any EOL Services unless Customer accepts the inherent risk.

17.4.

Customer assumes full responsibility for any risks and liabilities from the use of EOL Versions or EOL Services. Umbraco is not liable for any claims, damages, liabilities, costs or expenses incurred by Customer as a result of using EOL Versions or EOL Services.

17.5.

Customer agrees to indemnify and hold Umbraco harmless without regard to any limitations of liability for any claims, damages, liabilities, costs or expenses arising from or related to Customer's use of EOL Versions and EOL Services including but not limited to; losses or damages suffered by Umbraco due to hacking, cyber attacks, viruses, Trojan horses, DDoS attacks etc., regardless of whether such was avoidable or caused by known security weaknesses.

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17.6.

Umbraco will seek to provide reasonable notice to Customer regarding the designation of EOL Versions and the availability of the latest version hereof.

17.7.

Umbraco reserves the right to terminate the Agreement in accordance with the applicable termination notice, provided that Customer continues to use an EOL Version or rejects to upgrade to the latest version after being notified of its availability.

18. ASSIGNMENT

18.1.

The Parties may only assign rights and obligations pursuant to the Agreement to a third party with the other Party's prior written approval which must not be unreasonably withheld or delayed.

18.2.

Notwithstanding anything to the contrary, Umbraco may at its sole discretion, assign, novate or transfer the Agreement, in whole or in part, to (a) an affiliate of Umbraco or (b) to any third party if done so as part of a divestment in whole or in part of one or more of its business units etc.

19. VALIDITY AND SEVERABILITY

19.1.

If a provision in the Agreement is considered illegal, invalid or unenforceable, such provision will be enforced to the maximum extent possible under applicable law, and such provision will not affect the legality or the validity of any other provisions.

20. GOVERNING LAW AND DISPUTES

20.1.

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The Agreement is governed by and construed in accordance with Danish law, except for (a) any rules leading to the application of other legislation than Danish and (b) the United Nations Convention on Contracts for the International Sale of Goods (CISG).

20.2.

Any dispute and claim arising from or in relation to the Agreement must be settled by a competent court at Umbraco's venue.

Service terms for Umbraco Cloud and Umbraco Heartcore

1. INTRODUCTION

1.1.

These Service Terms constitute an integral part of the Agreement and apply to Services in the form of provision of cloud solutions (the "Solution").

1.2.

Any access to and use of the Solution may be subject to and governed by additional terms and conditions. Such additional terms may be included in the Agreement or be provided by a third party delivering the Solution.

2. THE SERVICES

2.1.

The Solution, including data included in the Solution, is a standard product.

2.2.

Umbraco will use commercially reasonable efforts to make the Solution set out in the Agreement available at all times, except for planned downtime and any unavailability caused by external events.

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Unless agreed separately, Umbraco does not warrant any specific service levels for the performance of the Solution.

2.3.

Umbraco does not warrant that the Solution will be error-free or that the Solution will be without interruptions.

2.4.

Umbraco will use commercially reasonable efforts to correct any incidents, but expressly disclaims any legal obligations to do so.

2.5.

Any planned downtime will, to the extent reasonable possible, be placed outside of normal business hours, e.g. at night or in the weekends.

2.6.

Provided that Customer pays the applicable fee, Customer is granted a time-limited, non-exclusive, non-transferable right to use the Solution, including any upgrades, updates, versions, releases, results from maintenances and development services, etc. provided by Umbraco during the term specified in the Agreement.

2.7.

If Customer uses the Solution in violation of these Service Terms, Umbraco may immediately and without notice cancel or terminate the Agreement with immediate effect on the grounds of material breach.

3. USAGE RIGHTS AND LIMITS

3.1.

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The right to use the Solution is granted pursuant to the usage right specified in the Agreement, including the restrictions specified therein on usage limits.

3.2.

Customer must at all times, ensure to have the appropriate usage rights needed for Customer's actual use, and does not exceed any usage limits, regardless of any organisational ties, including in terms of employment and affiliation.

4. FAIR USE

4.1.

Customer is obligated to use and utilize the Solution in a fair and reasonable manner, ensuring that Customer's usage does not adversely affect the performance or availability of the Solution.

4.2.

In the event that Customer's usage of the Solution significantly impacts the overall performance of the Solution, as determined solely by Umbraco, Umbraco reserves the right to take corrective actions. This may include, but is not limited to, notifying Customer of the excessive usage, implementing temporary restrictions, or at the sole discretion of Umbraco migrating Customer to a dedicated resource at the expense of Customer.

4.3.

Customer is responsible for monitoring their usage of the Solution and ensuring that the use complies with these Service Terms.

5. INTELLECTUAL PROPERTY RIGHTS

5.1.

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Customer acknowledges that Umbraco (or its licensors) owns all copyright and intellectual property rights or industrial property rights in and to the Solution, including, but not limited to, the Solution's code. This also applies to any amendments, adjustments, upgrades etc. of the Solution. Customer must respect such intellectual rights, and Customer is liable for any breach of such rights, including a third party's unauthorised access to the Solution.

6. NO WARRANTIES

6.1.

The Solution is provided "as-is" meaning that the Solution is provided in whatever condition it presently exists.

6.2.

Umbraco provides no warranties of any kind, neither explicit nor implicit. Umbraco explicitly waives any warranties regarding marketability and suitability for a specific purpose.

7. CUSTOMER DATA

7.1.

As between the parties, the Customer shall own any and all data it provides to Umbraco or the Solution. The Solution permits the Customer to export records and data held by the Solution and the Customer agrees to export any and all data prior to termination of the Agreement.

7.2.

Umbraco may disclose Customer data to third parties and public authorities in connection with judgments, public authority orders, the Customer's bankruptcy, death or the like.

8. AUDIT AND INFORMATION

8.1.

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Umbraco is at any time and without prior notice entitled to verify Customer's compliance with the Agreement. Such verification may be in the form of electronic access to the Solution and any records therein. Customer must provide reasonable assistance to Umbraco with these verification tasks.

8.2.

Without prejudice to any other remedies for breach which Umbraco may have at its disposal, and in case Customer has not obtained the correct usage rights or exceed any usage limits, Umbraco is entitled to claim payment of the additional fees for the period when Customer has not obtained the correct rights, including by permanently auto-upgrading Customer to a higher tier or category appropriate to the actual usage. Customer can downgrade anytime at their own convenience.

8.3.

Neither of the Parties are liable for the other Party's costs related to such audit. Regardless of the above, Customer is liable for any costs paid by Umbraco if an audit reveals any non-compliance with the Service Terms on the part of Customer.

9. TIME SCHEDULE AND DELIVERY

9.1.

The Solution will be delivered from the agreed time of delivery.

9.2.

The Solution is provided as a recurring service for the term (including any renewal term) set out in the Agreement. If the Solution is provided on a renewal or subscription basis, Customer acknowledges that continued provision of the Solution is conditional on Customer's timely periodic payment of renewal or subscription charges set out in the Agreement.

10. CHANGES

10.1.

The Solution may at the sole discretion of Umbraco be subject to changes from time to time, including by addition or removal of features.

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10.2.

The Customer will be entitled to terminate the Agreement in accordance with the termination notices set out in the General Terms, provided that Customer cannot accept the changes.

10.3.

If the Solution is delivered using Umbraco's software or hardware, Umbraco may replace or upgrade the software or hardware without Customer's prior consent.

11. TERMINATION

11.1.

Effect of termination

11.1.1.

Upon termination of the Agreement, regardless of the reason, Customer must immediately refrain from any use of and delete all copies of the Solution and remove them from Customer's systems.

11.2.

Termination assistance

11.2.1.

Where the Agreement expires or is terminated by the Customer, Umbraco shall use reasonable commercial endeavours to permit Customer to export data in the period of 10 days after such termination. A trial on Umbraco Cloud/Heartcore is automatically and permanently deleted at the end of the trial period.

[Service terms for Umbraco Add-ons](#)

1. INTRODUCTION

1.1.

These Service Terms constitute an integral part of the Agreement and apply to Services in the form of provision of licensing of add-on software (the "Software"), excluding software-as-a-service and cloud solutions.

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1.2.

The Service Terms apply only to the extent that the Services are not subject to separate licence terms, in which case such separate licence terms apply to the Software in lieu of these Service Terms in their entirety.

2. THE SERVICES

2.1.

The Software, including data included in the Software, is a standard software product.

2.2.

Unless otherwise set out in the Agreement and provided that Customer pays the charges, Customer is granted a time-limited, non-exclusive, non-transferable right to use the Software, including any upgrades, updates, versions, releases, maintenances, development services, etc. provided by Umbraco during the licence term specified in the Agreement.

2.3.

Only Customer is entitled to use the Software. Customer can only use the Software for own purposes.

2.4.

Customer can allow any affiliated company to use the Software for such company's own purposes on the same terms as Customer, including terms regarding acquisition of the required licences. Customer will remain directly liable for any use of the Software and for compliance with the terms relating thereto, including for Customer's affiliated companies.

2.5.

If Customer uses the Software in violation of these Service Terms, Umbraco may immediately and without notice cancel or terminate the Agreement with immediate effect on the grounds of material breach.

3. USAGE RIGHTS AND LIMITS

3.1.

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The licence is granted pursuant to the usage rights specified in the Agreement, including the restrictions specified therein on usage limits.

3.2.

Customer must at all times, ensure to have the appropriate usage rights needed for Customer's actual use, and does not exceed any usage limits, regardless of any organisational ties, including in terms of employment and affiliation.

4. UPDATES AND AMENDMENTS

4.1.

Umbraco may at its own discretion and at any time decide to let the Software undergo upgrades, updates, releases, maintenances, development services and amendments in general, including by adding new versions, updates and amending functions. Such upgrades and amendments may require planned downtime and may take place without any notice. However, Umbraco will make reasonable efforts to notify Customer beforehand.

4.2.

Access to upgrades, updates, versions, releases, maintenances, development services and amendments in general may be subject to entering into a separate agreement in this regard.

5. PRICES AND PAYMENT

5.1.

Customer's use of the Software is conditional upon Customer's payment of the charges specified in the Agreement.

5.2.

The terms of invoicing and payment of the charges are specified in the Agreement.

6. INTELLECTUAL PROPERTY RIGHTS

6.1.

Customer acknowledges that Umbraco (or its licensors) owns all copyright and intellectual property rights or industrial property rights in and to the Software, including, but not limited to, the Software code. This also applies to any amendments, adjustments, upgrades etc. of the Software. Customer

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must respect such intellectual rights, and Customer is liable for any breach of such rights, including a third party's unauthorised access to the Software.

7. NO WARRANTIES

7.1.

The Software is licensed "as-is" meaning that the Software is provided in whatever condition it exists presently.

7.2.

Umbraco provides no warranties of any kind, neither explicit nor implicit. Umbraco explicitly waives any warranties regarding marketability and suitability for a specific purpose.

8. AUDIT AND INFORMATION

8.1.

Umbraco is at any time and without prior notice entitled to verify Customer's compliance with the Agreement. Such verification may be in the form of electronic access to the Software and any records therein. The Customer must provide reasonable assistance to the Umbraco with these verification tasks.

8.2.

Without prejudice to any other remedies for breach which Umbraco may have at its disposal, and in case Customer has not obtained the correct usage rights or exceed any usage limits, Umbraco is entitled to claim payment of the additional fees for the period when Customer has not obtained the correct rights, including by permanently auto-updating Customer to a higher tier or category appropriate to the actual usage.

8.3.

Neither of the Parties are liable for the other Party's costs related to this clause 8. Regardless of the above, Customer is liable for any costs paid by Umbraco if an audit reveals any non-compliance with the Service Terms on the part of Customer.

9. TERMINATION

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9.1.

Effect of termination

9.1.1.

Upon termination of the Agreement, regardless of the reason, Customer must immediately refrain from any use of and delete all copies of the Software and remove them from Customer's systems.

Service terms for Umbraco Events

1. INTRODUCTION

1.1.

These are the service terms for Umbraco Events managed and organized by Umbraco A/S ("Umbraco"). These service terms are available in the English language only and are accepted by ticking off "Accept Terms and Conditions" in the check-out form or upon receipt of an invoice, and apply between Umbraco and the attendee(s) (the "Attendee").

2. Registration and payment

2.1.

Submission of an online registration is regarded as a firm booking and acceptance of these terms and conditions. However, the booking will not be confirmed until full payment has been received.

2.2.

We accept payment by bank transfer and/or credit card, please note that all transfer charges must be met by the sender.

3. Early Bird and other discounted rates

3.1.

In order to qualify for any "early bird" rates or discounts, booking and payment must be received before the deadline date listed in the marketing and promotional material.

3.2.

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Any free or “give-away” ticket provided by Umbraco eg. as part of Diversity Tickets initiative or through an Umbraco festival, event, or meetup is personal, non-exchangeable, and only valid for the specific year the ticket was awarded for.

4. Refund

4.1.

Full refund can take place up to 30 days prior to the conference by contacting us on events@umbraco.com Cancellations made after this point are non-refundable.

5. Registration changes for attendees

5.1.

Substitutions, i.e. giving a bought ticket to another person, are possible within the recommended deadlines. If you wish to substitute an attendee or give away your ticket to another person, you must do so at the earliest opportunity and at least 14 days before the event begins.

6. Code of Conduct

6.1.

All attendees have to follow the event code of conduct. In its sole discretion and without refund, Umbraco reserves the right to refuse admittance to or expel from the conference anyone that it determines is behaving in a manner that could be disruptive to the conference or any other attendee.

7. Program

7.1.

Umbraco strive not to make changes the last three weeks before the event takes place, however, Umbraco reserves the right to make changes to the program at any time. Changes to the program will be noted on the event website as soon as possible and the attendees should check regularly for updates.

8. Speakers

8.1.

Views expressed by speakers are their own. Umbraco cannot accept liability for advice given or views expressed by any speaker at the conference or in any material provided to the attendees.

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9. Insurance and personal property

9.1.

There is no insurance cover included in the event tickets. It is the responsibility of the attendee to arrange appropriate insurance cover in connection with their attendance at the event as the attendee is also responsible for personal possessions during the event. Umbraco cannot be held liable for any loss, liability or damage to personal property.

10. Photographs and filming

10.1.

Filming and photography will take place during the event (sessions and out of sessions). Background and situational pictures and film can be used by Umbraco for communication and/or promotional purposes. Personal photos and film will only be used with consent.

11. Visa applications / Invitation Letter

11.1.

Governmental rules and regulations around visa can be found here:
<http://um.dk/en/travel-and-residence/short-stay-visas>.

11.2.

Umbraco is happy to assist by issuing an invitation letter, but it is the sole responsibility of the attendee to take care of their visa requirements. To request an invitation letter, please write to events@umbraco.com

12. Website and links

12.1.

The event website may link to other websites and networking tools provided for the convenience of the users. The contents of these websites are maintained by their owners, for which Umbraco takes no responsibility. Neither can responsibility be taken for the contents of any website linking to the conference website

13. Data Protection and Privacy

13.1.

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Data protection is governed by the GDPR. By submitting registration details, the attendees agree to allow Umbraco to contact them in order to supply information relevant to the conference. If you do not want your details to be used in this way, please write to events@umbraco.com

14. Disclaimer

14.1.

In the unlikely event of the event being canceled by Umbraco, a full refund will be made. Liability will be limited to the amount of the ticket price paid by the attendee and there will not be any additional liability to Umbraco or any other individual associated with the event organization.

15. Force Majeure

15.1.

If the event cannot be held or is postponed due to events beyond the control of Umbraco or due to events which are not attributable to wrongful intent or gross negligence, liability will be limited to the amount of the ticket price paid by the attendee and there will not be any additional liability to Umbraco or any other individual associated with the event organization.

16. General

16.1.

We reserve the right at all times to change, amend, add or remove any of the above terms without prior notice. If one or more of the conditions outlined in these Terms and Conditions should be or become invalid, the remaining conditions will continue to be valid and apply. These Terms and Conditions apply to all participants of the event.

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