

# Jumoo uSync.Complete

## “Agency” licence agreement

### Definitions

“AUTHORS” refers to Jumoo Ltd.

“AGENCY” refers to the company purchasing the package.

“SOFTWARE” in this agreement refers to the uSync.Complete package for the Umbraco CMS and associated add-ons and online documentation.

“DOMAIN” refers to the domain name specified during the purchase of the Software - and will be a non-top-level / service provider domain.

“SUB-DOMAIN” is any domain beneath the licensed domain.

a “PIPELINE” is the collection of Umbraco installations that are used in the delivery of a final site on a given Domain. For example development, staging and quality control instances of the website are considered part of the website ‘PIPELINE’

‘TERM’ means the 12 month period beginning from the installation date of the Software.

‘INTELLECTUAL PROPERTY RIGHTS’ means patents, utility models, rights to inventions, copyright and related rights, trademarks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights

to preserve the confidentiality of information (including know-how and trade secrets) and any other Intellectual Property Rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.

## Licence

By downloading, installing or using the Software you are agreeing to the terms of use of this licence.

Jumoo grants you a worldwide, revocable, non-exclusive, non-transferable right to download and use the Software for the Term in accordance with this agreement (the “Licence”).

The Software is licensed for all Umbraco websites supported by the company either for their own use or the use of their clients.

The licence cannot be resold or transferred to any third party, and is not to be packaged as part of an online product or hosting platform.

## Fees

The Software is provided free to use for a trial period of 60 days from the installation date on the relevant Umbraco installation.

Continued use of the Software beyond the 60 day trial requires a purchase of a valid licence at a fee. Modification, renting, copying,

publishing or redistributing of any part of the Software is prohibited.

## Jumoo's Warranties

Except as expressly stated herein, the Software is provided as-is without any express or implied warranties. Jumoo warrants that:

- (a) it has the right to enter into this agreement and to grant you (the AGENCY) a licence or sub-licence to use the Software as contemplated by this agreement;
- (b) the Software shall conform in all material respects to its published description, shall be of satisfactory quality and shall be fit for purpose;
- (c) it will use up-to-date, generally accepted virus detection devices and procedures to ensure that any electronic data transmitted to you will not contain a virus or other harmful component;
- (d) it has and will maintain all necessary permission, licences and ownership rights to provide the Software. The Software will not infringe any Intellectual Property Rights of any third party; and
- (e) where it provides installation or training services in connection with this agreement, such services will be provided with reasonable skill and care.

The warranties under this section will apply to any modification that is acquired by you during the course of this Licence as though the references to the date of this Licence were references to the date on which such modification was acquired.

## Liability

Neither party will be liable to the other for any consequential or indirect loss. Neither party excludes any liability for death or personal injury, or for fraud or fraudulent misrepresentation.

Your total liability, whether in contract, tort (including negligence) or otherwise and whether in connection with this agreement will be limited to a sum equal to 100% of the fees paid under this agreement.

## Intellectual Property Rights

All Intellectual Property Rights in the Software and any modification belong, and will belong, to Jumoo.

## Term and Termination

This agreement will continue for the Term unless terminated earlier in accordance with the terms below.

Either party may terminate this agreement with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach, or persistent breaches that constitute a material breach of this agreement and such breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so; and/or

(b) the other party approves a voluntary agreement, or an administration order is made, or a receiver or administrative receiver is appointed over any of its assets or an undertaking or a resolution or petition or order for winding up or bankruptcy is passed or presented (other than for the purposes of amalgamation or reconstruction) or if any circumstances arise which entitle the court or a creditor to appoint a receiver, administrative receiver or administrator or to present a winding-up petition or make a winding-up order.

## General

A waiver of any right or remedy is only effective if given in writing and will not be deemed a waiver of any subsequent right or remedy.

Except as expressly provided for in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) will be governed by and interpreted in accordance with the law of England and Wales. The parties irrevocably agree that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).