

Jumoo uSync.Complete

“Agency” licence agreement

v1.4, 09-2026

Definitions

“AUTHORS” refers to Jumoo Ltd.

“AGENCY” refers to the company purchasing the Software.

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

“CLIENT” means any third party for whom the Agency builds, maintains or supports an Umbraco website.

“DOMAIN” refers to the domain name of a website on which the Software is installed, and will be a non-top-level / service provider domain.

“SUB-DOMAIN” is any domain beneath a 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’. Backup, disaster recovery and archive instances of any installation within the Pipeline are also part of the Pipeline.

“CUSTOMER DATA” means any content, configuration, credentials or personal data held within an Umbraco installation on which the Software is installed.

“SUPPORT LIFECYCLE” means, for a given version of the Software, the period during which Jumoo provides fault correction, workarounds, updates and bug fixes for that version, as published by Jumoo at <https://docs.jumoo.co.uk/SupportLifecycles> and updated from time to time.

“TERM” means the initial period of 12 months beginning on the date of purchase of the Software, together with each subsequent renewal period of 12 months.

“RENEWAL DATE” means each anniversary of the date of purchase 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 the Agency a worldwide, non-exclusive, non-transferable right to download and use the Software for the Term in accordance with this agreement (the "Licence").

The Licence is a subscription. It continues only for so long as the Term continues, and may be terminated only in accordance with the Term and Termination section of this agreement.

The Software is licensed for all Umbraco websites supported by the Agency, whether for the Agency's own use or for the use of its Clients. There is no limit on the number of websites.

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.

Permitted Use

The following are permitted within each Pipeline serving a website licensed under this agreement:

- (a) installing and reinstalling the Software;
- (b) copying the Software as part of routine backup, and retaining those backups;
- (c) restoring the Software from backup, including into a disaster recovery environment;
- (d) creating, rebuilding and operating development, staging, quality control, backup, disaster recovery and archive instances; and
- (e) hosting any instance within the Pipeline on infrastructure of your choosing, whether on premise or with a third party cloud provider.

There is no limit on the number of instances within a Pipeline.

Client Sites

The Licence is granted to the Agency. It is not granted to any Client, and no Client acquires any right to the Software under this agreement.

Where the Agency installs the Software on a Client's website, that installation is licensed under this agreement only for so long as both the Agency supports that website and the Term continues.

Where a website ceases to be supported by the Agency, for any reason, the Licence does not transfer with it. The Licence in respect of that website ends when the Agency ceases to support it, and the Software must be removed from that website unless the Client obtains its own licence for the Software.

Jumoo will make its standard "Project" licence available to a Client in these circumstances at the fee then applicable. Nothing in this section obliges Jumoo to grant a Client a licence at no charge, and nothing in this section entitles the Agency to a refund or credit in respect of a website it has ceased to support.

The Agency is responsible for ensuring that its Clients understand that the Software is licensed to the Agency and that continued use of the Software beyond the Agency's support requires a licence in the Client's own name.

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 the purchase of a valid Agency licence at a fee.

The fee is payable annually in advance for each Term.

Modification, renting, publishing or redistributing of any part of the Software is prohibited. Copying of the Software is prohibited except as set out in the Permitted Use section above.

Renewal and Cancellation

The Term renews automatically for a further period of 12 months on each Renewal Date unless cancelled.

The Agency may cancel the Licence at any time before the Renewal Date. No period of notice is required, and no cancellation fee is payable.

Where the Agency cancels, the Licence continues until the end of the period already paid for, and does not renew thereafter.

Renewal is at the fee applicable at the Renewal Date. Jumoo will notify the Agency of any change to that fee in advance of the Renewal Date.

Versions and Updates

All versions of the Software released during the Term are included in the Licence at no additional cost, including updates, bug fixes and new major versions.

Licence keys issued under this agreement are valid for versions of the Software released during the Term. Versions released after the Term has ended are not covered by the Licence.

Expiry

Licence keys issued under this agreement carry an expiry date corresponding to the end of the Term.

On expiry of the Term without renewal, the licence keys cease to be valid and the licensed functionality of the Software will stop working. The Agency's right to use the Software ends at the same time.

Expiry of the Licence does not delete, alter or damage any Customer Data, and does not affect the operation of the Umbraco CMS itself or of any website on which the Software is installed. Any content previously synchronised or deployed by the Software remains in place.

Data and Telemetry

The Software does not transmit any Customer Data to Jumoo. Jumoo has no access to your content, your configuration, your credentials, or any personal data held within any Umbraco installation.

The Software makes an outbound licence validation request to Jumoo. That request transmits the licence key and nothing further. No domain name, no site content, no configuration, no usage statistics and no personal data are transmitted at any point. Jumoo uses the request solely to verify the validity of the licence key.

The Software does not depend on that request in order to function during the Term. The expiry date of the Licence is carried within the licence key itself, and the Software determines the validity of the key from the key. If the validation request cannot be completed, for any reason including the absence of outbound network access, the Software will continue to operate normally for the remainder of the Term. This applies both to initial activation of a licence key and to ongoing use, so no instance requires outbound connectivity to Jumoo at any stage.

Jumoo does not act as a data processor or data controller in respect of Customer Data under this agreement.

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 to 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;
- (e) the Software as authored by Jumoo will not infringe any Intellectual Property Rights of any third party; and
- (f) 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 the Agency 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.

Support and Defects

This agreement is a licence to use the Software. It is not a support or maintenance contract, and no service levels, response times or resolution times form part of it.

Jumoo provides support for the Software by email to support@jumoo.co.uk. Jumoo will use reasonable endeavours to respond to support requests, but gives no guarantee as to response or resolution times.

Support under this agreement is provided to the Agency. Jumoo does not provide support directly to Clients.

Where the Software does not conform in all material respects to its published description, and the affected version of the Software is within its Support Lifecycle, Jumoo will, at its option and at no additional cost to the Agency, either correct the non-conformity within a reasonable period, or provide a reasonable workaround, or terminate the Licence and refund the fees paid for the current Term.

Jumoo publishes and maintains the Support Lifecycle for each version of the Software at <https://docs.jumoo.co.uk/SupportLifecycles>. Jumoo has no obligation under this section to correct a non-conformity, provide a workaround, or provide updates or bug

fixes, for any version of the Software that has fallen outside its published Support Lifecycle.

Where an end date for the Support Lifecycle of a version has been published at the start of a Term, Jumoo will not bring that date forward during that Term. Jumoo may extend a Support Lifecycle at any time.

Third Party Components

The Software is built for the Umbraco CMS and introduces no third party dependency beyond the Umbraco CMS itself and the components that Umbraco already requires. Jumoo does not bundle or redistribute any additional third party library. The complete set of dependencies is set out in the published package manifest, and nothing is incorporated in the Software that does not appear there.

The Umbraco CMS is not supplied by Jumoo and is licensed to you separately by its own publisher, as are the components supplied as part of it. This agreement grants no rights in respect of the Umbraco CMS, and Jumoo gives no warranty in respect of the Umbraco CMS or of any component supplied as part of it.

Intellectual Property Rights

All Intellectual Property Rights in the Software and any Modification belong, and will belong, to Jumoo, save for the third party components identified in the Third Party Components section above.

Jumoo's warranty at (d) of the Jumoo's Warranties section above sets out its obligations in respect of third party Intellectual Property Rights. This agreement does not include any indemnity, and any claim arising in connection with third party Intellectual Property Rights is subject in full to the Liability section below.

Where a third party alleges that use of the Software infringes its Intellectual Property Rights, Jumoo may at its own option either procure the right for the Agency to continue using the Software, or modify or replace the Software so that it is no longer infringing, or terminate the Licence and refund the fees paid for the current Term.

Nothing in this section applies to any claim arising from modification of the Software by the Agency or by a third party, or from use of the Software in combination with software not supplied by Jumoo.

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.

Subject to the paragraph above, each party's total liability, whether in contract, tort (including negligence) or otherwise, and whether in connection with this agreement or otherwise, will be limited to a sum equal to 100% of the fees paid under this agreement in the 12 months preceding the event giving rise to the liability.

The limit in the paragraph above applies to all liability arising under or in connection with this agreement, including any liability arising in connection with third party Intellectual Property Rights, and including all associated legal costs and expenses.

Jumoo has no liability to any Client. This agreement is between Jumoo and the Agency, and no Client acquires any right to enforce any term of it.

Term and Termination

This agreement will continue for the Term, renewing in accordance with the Renewal and Cancellation section above, 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.

On termination or expiry of this agreement, the Agency's right to use the Software ends, and the Agency will remove the Software from any website on which it has installed it, other than any website in respect of which a Client has obtained its own licence.

Termination of this agreement will not affect any rights, remedies, obligations or liabilities of either party that have accrued up to the date of termination.

Transfer of Licence

The Licence is granted to the Agency and is not transferable.

The Licence may not be transferred, assigned, sublicensed or reissued to a Client, to any other agency, or to any other third party, whether on the ending of a Client

relationship or otherwise. The Client Sites section above sets out what happens where the Agency ceases to support a website.

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).

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