

Episerver License Types and General Terms and Conditions

These definitions of license types and general terms and conditions (“GTC”) apply to all software license agreements between Episerver AB (“Episerver”), and you (“You”). Please read them and let them act as a general guide and reference. They apply to any Episerver Software You have used, downloaded or in any way have/had access to, which includes the media on which You received it, if any (Episerver Software is hereinafter collectively referred to as “Software” and further defined below). The terms and conditions also apply to any Software updates, supplements, Internet-based services, expert services and support services, unless other terms accompany those items.

By installing or using any Software, You (i) represent and warrant that You have the authority to bind the person(s), organization(s) or entity registered at <https://world.Episerver.com> under whose credentials You downloaded the Software, and (ii) accept and agree on behalf of person(s), organization(s) or entity to be bound by all of the terms and conditions contained herein.

BY USING ANY SOFTWARE, YOU ACCEPT THESE TERMS AND CONDITIONS AND THE ADDITIONAL TERMS SET OUT IN THE EPISERVER END-USER LICENSE AGREEMENT (“EPISERVER EULA”). IN CASE OF ANY DISCREPANCY OR INCONSISTENCY BETWEEN THESE GTC AND THE EPISERVER EULA, THE EPISERVER EULA SHALL PREVAIL, UNLESS THE CIRCUMSTANCES CLEARLY INDUCE OTHERWISE. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, DO NOT COPY, INSTALL, OR USE ANY PORTION OF THE LICENSE FOR SOFTWARE.

FOR THE AVOIDANCE OF DOUBT, THESE GTC DOES NOT INCLUDE ANY LICENSE FOR SOFTWARE. THESE GTC MUST BE AGREED TO ALONG WITH THE EPISERVER EULA, AS WELL AS USER TERMS OF EPISERVER WEBSITES AND ANY OTHER REQUIRED AGREEMENT AND/OR TERMS AND CONDITIONS, AS THE CASE MAY BE, WITH EPISERVER IN ORDER FOR YOU TO RECEIVE A LICENSE OF ANY KIND FROM EPISERVER.

1. Definitions:

“**Episerver Demonstration License**” is controlled and defined by the Episerver EULA. For avoidance of confusion, use of Episerver Demonstration License(s) are further limited to non-Production, non-Commercial use, and is bound by both the corresponding Episerver EULA and these GTC, and is limited by time, usage and functional constraints dictated by Episerver. For additional information, please see Section 3.3 below.

“**Episerver Development License**” is controlled and defined by the Episerver EULA. For avoidance of confusion, use of Episerver Development License(s) are further limited to non-Production, non-Commercial use, and is bound by both the corresponding Episerver EULA and these GTC, and is limited by time, usage and functional constraints dictated by Episerver. For additional information, please see Section 3.4 below.

“**Pricing Terms**” means the pricing terms of the License(s) negotiated between You and an Episerver Reseller or You and Episerver. Pricing Terms includes any Episerver generated invoice, quote or agreement that includes number of licenses and the cost of each of those licenses.

“**Product Upgrades**” means releases or new versions of Software released developed and released by Episerver.

“**Physical Server(s)**” means a physical hardware system capable of running server software. A hardware partition or blade is considered to be a separate single physical hardware system. Thus, one (1) Physical Server, for purposes of Episerver licensing, is equal to one (1) Server.

“**Server(s)**” means either a Physical Server or a Virtual Server. As they are treated equally in terms of Episerver licensing, the term Server can reference either.

“**Site(s)**” means a web site defined in the Software and each Site License is valid for one (1) Episerver web site. Each Episerver Site has a unique start page defined under the Episerver root node. Specifically, You can find this information in Episerver 7 under the [CMS] tab, then [Admin], then [Config], then [Manage Websites]. In this view, under [Manage Websites], each Site listed under [Websites] constitutes one (1) Site. The amount of Site(s) You run, in turn, will affect the number of License(s) that must be purchased. For additional information, please see Section 3.1 and 3.2 below. Any other configuration not specifically identified in Section 3.1 and 3.2 shall constitute a different Site(s). Please contact Episerver if You have any questions.

"Software" is controlled and defined by the Episerver EULA. For avoidance of confusion, the concept can include any instance of any Episerver Software, comprising Episerver CMS ("CMS"), Episerver Commerce ("Commerce"), Episerver Relate ("Relate") and/or any other Episerver software platform, component, service, modules, connectors, packages, and/or bundles, configured to operate with the developer's implementation and/or the Episerver services (for example: Episerver Everweb Hosting). For further clarification, this includes the any Episerver created software (source code and object code), libraries, application programming interfaces (APIs), sample code and accompanying documentation, excluding any open source software.

"Software Bundle(s)" or **"Bundle(s)"** is controlled and defined by the Episerver EULA. For avoidance of confusion, an example of a Software Bundle is one which groups individual licenses packaged together for marketing purposes, which can be sold to You under a single stock-keeping unit (SKU) and marketing brand. By bundling individual licenses, a single Bundle may allow You to run many Site(s) on many Servers, as defined by its name, description and associated invoice. For further example, if You purchase the Episerver Social Commerce Software Bundle (which specifically bundles five (5) Site Licenses and three (3) Server Licenses, then You shall be granted the ability to run up to five (5) Sites on three (3) Servers through Your licenses. Bundles are subject to change at Episerver's sole discretion, both in name and the amount of individual licenses they provide.

"Virtual Server(s)" mean a virtual operating system environment where the operating system instance is used to run hardware virtualization software (e.g. Microsoft Virtual Server, VMWare or similar technologies) or to provide hardware virtualization services (e.g. Microsoft virtualization technology or similar technologies) and is considered equal to a single physical operating system environment. A virtual operating system environment is configured to run on a virtual (or otherwise emulated) hardware system and thus one (1) Virtual Server, for purposes of Episerver licensing, is counted the same as one (1) physical Server.

2. Software Subscription and Mandatory Activation:

Subject to Your compliance with the terms of these GTC, applicable Episerver EULA, and any other agreement, terms and conditions You have with Episerver, You agree to the following:

2.1. Software Subscription:

- 2.1.1. For one (1) calendar year from the date of purchase of the Software License(s), You shall be provided access to any Product Updates ("Initial Software Subscription Term"). Beyond the first year, should You purchase continued Software Subscription, You shall be entitled to available Product Upgrades for the Software set out in the respective Pricing Terms for the calendar year that You have purchased the Software Subscription. Product Upgrades are available by download from Episerver's web site. Installation and implementation of the Product Upgrade are not included in the Software Subscription.
- 2.1.2. Payment and Invoicing for Software Subscription(s): Beyond the Initial Software Subscription Term, Software Subscription(s) is renewed automatically and You will be charged an annual fee as set out in the Pricing Terms, payable annually in advance. The Software Subscription is renewed automatically for a period of twelve (12) months, unless You give written notice to Episerver of non-renewal at least ninety (90) days before the end of the then current Software Subscription term. In addition, You may terminate the Software Subscription at any time in the event Episerver is found to be negligent with the Software Subscription. Episerver reserves the right to change the scope and content of the Software Subscription in conjunction with its annual renewal, provided that Episerver gives You notice of all such change(s).
- 2.1.3. Software Subscription Renewal Pricing: Upon renewal Episerver, at its sole discretion, may increase the fees for the software subscription based on the previous year by the Swedish Consumer Price Index (KPI), provided that Episerver gives You notice of such increase and an opportunity to terminate the Software Subscription.

2.2. Mandatory Activation:

- 2.2.1. To reduce software piracy, Episerver requires Software to be activated. Activation of Your copy of the Software in the manner described during its setup sequence is required. You may also need to reactivate Software if You modify Your computer hardware or alter the Site(s) and/or Server(s). Upon activation, Software will contact Episerver computer systems over the Internet to conduct an authentication process to confirm that You have a licensed copy of Software. During the authentication process, Software will send information including standard Internet protocol information, product ID and an installation ID based on a hardware hash generated from Your Server. You agree to allow the Software to conduct this authentication process.

3. Additional Information and License Types:

3.1. Additional Information on Site(s):

3.1.1. A Site is a unique collection of content associated with one or more domain names, using the same start page.

Multilingual variations of a Site can be associated with unique domain names. Further examples of what constitutes a single Site –

3.1.1.1. Localized Site(s): www.mysite.com and www.mysite.se use the same start page and content, differing only by language and thus only constitute one (1) Site.

3.1.1.2. Redirected entry points www.entry.com or entry.mysite.com are entries to www.mysite.com/entry, thus only constitute one (1) Site.

3.1.1.3. Mobile Site(s): www.mysite.com created with responsive design displays content formatted for smartphones, tablets, or desktop, and thus only constitute one (1) Site. Further, if m.mysite.com uses the same start page and same content as www.mysite.com (main site), differing only by the renderer, this also only constitutes one (1) Site.

3.2. Additional Information on Production License(s):

3.2.1. If You have purchased Production License(s) of Software, Episerver hereby grants You a limited, non-exclusive, non-transferable right to use (i) a maximum of copy(s) of the Software that correspond to the number of Software Licenses You have purchased, as defined within the Episerver EULA. For additional clarification, the limit to the number of Site(s) You may run with the Production License(s) You have purchased shall be specified in Your invoice with Episerver. For example, if You purchase the Episerver Social Commerce Software Bundle (which specifically bundles five (5) Site Licenses and three (3) Server Licenses, then You shall be granted the ability to run up to five (5) Sites on three (3) Servers through Your licenses.

3.3. Additional Information on Episerver Demonstration License(s):

3.3.1. If You have been granted a Episerver Demonstration License (also sometimes referred to or labeled as "Demo" or "Demonstration"), and are bound by these GTC and applicable Episerver EULA, Episerver hereby grants to You a revocable, temporary, non-exclusive, non-transferable, non-sub-licensable, personal license to evaluate Software solely for the purpose of demonstration and testing, as defined in the Episerver EULA. For further clarification, Episerver Demonstration License(s) are not to be used as Production License(s), not to be used on any externally or publicly accessible Site, Server and not for purposes of any distribution to any third party, commercial or otherwise ("Demonstration Usage"). Without limiting the foregoing, any use of Software that is provided to You in the Episerver Demonstration License may not be installed or used pursuant to the licenses granted hereunder, except in an internal demonstration environment, limited to an individual demonstration computer. All Episerver Demonstration License(s) are limited to thirty (30) days, and can be further limited at Episerver's sole discretion.

3.4. Additional Information on Episerver Development License(s):

3.4.1. If You have been granted a Episerver Development License (also sometimes referred to or labeled as "Dev" or "Development"), and are bound to these GTC and applicable Episerver EULA, Episerver hereby grants to You a revocable, temporary, non-exclusive, non-transferable, non-sub-licensable, personal license to evaluate Software solely for the purpose of developing and testing, as defined in the Episerver EULA. For further clarification, Episerver Development License(s) are not to be used as Production License(s), not to be used on any externally or publicly accessible Site and/or Server and not for purposes of any distribution to any third party, commercial or otherwise ("Development Usage"). Without limiting the foregoing, any use of Software that is provided to You in the Episerver Development License may not be installed or used pursuant to the licenses granted hereunder, except in an internal development environment, limited to an individual developer computer. All Episerver Developer License(s) are limited to one (1) calendar year, and can be further limited or extended at Episerver's sole discretion.

Should You have any additional questions, please contact Your Episerver Sales and/or Alliance Manager.

4. Records and Audit:

You shall, during the license term and for one (1) year following its termination, create and maintain records regarding Your use of the Software and use of Episerver service(s), which records shall include, without limitation, each installation of Software, distribution of credentials and/or usage of Episerver service (collectively "Records"). At Episerver's request, You shall promptly provide such Records to Episerver, for the purpose of verifying compliance with the terms of these GTC, applicable Episerver EULA, and any other agreement, terms and conditions You have with Episerver. In the event of any inconsistency between Episerver's records regarding Your use of the Software and services and the Records, Episerver's records shall be deemed to be accurate (unless Episerver's records are definitively proven by You to be incorrect). In the event that You fail to create, maintain or deliver Records as required under this section 4 or in the event of any dispute as to the accuracy of Records, Episerver shall have the right to audit Your use of the Software (e.g., via review of copies of applicable server or device log files, etc.), at any location in which it is or has been installed or otherwise utilized by You.

5. Support:

For the avoidance of doubt, pursuant to these GTC, during Development Usage, Episerver will not supply, and You are not entitled to, any support, warranty or documentation associated with the Software from Episerver under these GTC or any applicable Episerver EULA. Episerver may extend, enhance, or otherwise modify the Software or services provided hereunder at any time without notice, but is under no obligation to do so. If updates are made available to You by Episerver, the terms of these GTC will govern such updates, unless the update is accompanied by a separate license, in which case the terms of that license will govern the updates. You acknowledge that Episerver has no express or implied obligation to announce or make available any updates to the Software or to any services to anyone in the future. Without limiting the above, Episerver may (but shall have no obligation pursuant to these GTC to) provide You with web-based maintenance or support regarding, or updates to, the Software. Episerver may optionally offer, and You may optionally order, extended levels of support for Episerver certified developers.

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applicable Episerver EULA, but solely with respect to such open source software. You acknowledge that unless otherwise required by the applicable open source software license, each open source software license is solely between You and the applicable licensor of the open source software. You shall comply with the terms of all applicable open source software license terms, if any. You also agree not to use any open source software in Your use of the Software in such a way that would cause the non-open source software portions of the Software to be subject to any open source software licensing terms or obligations.

6. Confidentiality:

Except to the extent expressly permitted under these GTC, applicable Episerver EULA and/or other agreement with Episerver, You shall not use or disclose to any third party any non-public information related to the Software, including, without limitation, with respect to Your use or testing of the Software. Notwithstanding the foregoing, You may disclose such information on a need to know basis to those of Your employees and independent contractors who are subject to a legally enforceable obligation to maintain the confidentiality of such information.

7. Privacy Policy:

You consent to Episerver's (including Episerver's affiliates, service providers and resellers within and outside Sweden) collection, processing, transmission and disclosure of any personally identifiable information or other data submitted by You or Your customers or end users to Episerver, in accordance with the terms specified in Episerver's Privacy Policy, ("Privacy Policy"), as Episerver may modify from time to time. You may obtain a copy of the current version of the Privacy Policy at <https://www.episerver.com/legal/privacy-statement/>. You, Your customers, and Your end users consent to any amendments to the Privacy Policy by continuing to use the Software or service after they are communicated to You. Notwithstanding the foregoing, You will at all times comply with all applicable data protection laws related to Your use of the Software and will obtain the prior consent of all end users to the collection, use or delivery to Episerver of such customers' personally identifiable information.

8. Export, Restricted Rights:

The Software may be subject to Swedish, U.S. and foreign export and import control laws, including without limitation the U.S. Export Administration Act. You agree to comply with all such regulations and acknowledge that You are responsible for obtaining any necessary licenses to import and re-export the Software outside the United States of America and Sweden.

9. Term and Termination and Survival:

Term and Termination and Survival will be guided by the specific language in the Episerver EULA, Episerver terms and conditions, and all other agreements between Episerver and You that are required for You to gain access to the Software.