Episerver Terms and conditions

Master Services Agreement - Episerver Digital Experience Cloud™

1. Definitions

1.1. "Affiliate" means any entity that controls, is controlled by, or is under common control of either Party to this Agreement. The term "control" shall mean the power or authority to direct influence over the operations of an entity, as indicated by the holding of a majority share of the voting stock of such entity.

1.2. "Content Item(s)" means any piece of digital content used, managed and/or stored by Customer and/or its Affiliates within the Service. This includes, but is not limited to, pages, products, assets, blocks, documents, images, catalog items, and any item that is an object stored in the index. In the context of Episerver Digital Experience Cloud a Content Item can be one of the following - a page, a block, a media asset or a folder. Per default a Content Item is connected to one unique language in the content management system, so if a page exists in two languages there will be two Content Items corresponding to that page. In the context of Episerver Digital Experience Cloud with Commerce, an item broadens to also include - a product, a variation, a bundle or a package (in addition to the content management items).

1.3. "Contract Year" means the one (1) year period commencing on the Effective Date (defined as the date this Agreement is signed or the date the Service is provided, whichever is earliest) or any anniversary thereof.

1.4. "Customer Data" means all data or information submitted by Customer or its Affiliates or on their behalf to the Service.

1.5. "Customer Web Sites" means Customer's digital marketing and/or e-commerce web sites made available through use of the Service in accordance with the terms and conditions of this Agreement by Customer and its Affiliates.

1.6. "Digital Experience Cloud" means the online digital marketing and/or eCommerce platform as specified in the Service (Section 1) to be made available pursuant to the terms and conditions of this Agreement by Episerver to Customer during the term of this Agreement, through Service(s), bound by end-service services agreement(s) ("EUSA") and if Customer uses any on-premises software licenses, the end-user license agreement(s) ("EULA").

1.7. "Episerver Web App(s)" means an application that can operate in a Digital Experience Cloud Service. A Episerver Web App is one Microsoft Azure™ web app (a single code base) that uses the Episerver Digital Experience Cloud platform, which includes access to one (1) Azure SQL database, one (1) Azure Blob Storage, one (1) Episerver Find™ index, a monthly limit on emails sent through the Azure SendGrid™ service as defined by the configuration specification in the Order(s).

1.8. "Overage Terms" means the incremental increase of usage rights, parameters and pricing Customer shall be provided by Episerver on a monthly basis after exceeding the Usage Terms of the Service(s).

1.9. "Pageviews Per Month" (PPM) means the amount of pageviews a calendar month generated through use of the Service. A pageview is defined as a view of a page on Customer Web Sites site that is being provided by the Service(s). If a user clicks reload after reaching the page, this is counted as an additional pageview. If a user navigates to a different page and then returns to the original page, a second pageview is recorded as well.

1.10. "Service Level Agreement (SLA)" means the level of Service that exists between Episerver and Customer, which defines availability, performance (including but not limited to including targets and a minimum level that must be reached), operational information, priorities, and responsibilities of Parties.

1.11. "Third-Party Providers" means those certain third-party providers that offer products and services related to the Service, including implementation, customization and other consulting services related to Customer's use of the Service and applications (both offline and online) that work in conjunction with the Service, such as by exchanging data with the Service or by offering additional functionality within the user interface of the Service through use of the Service's application programming interface. For the avoidance of doubt, third parties engaged by Episerver as subcontractors or otherwise for the performance of its obligations under this Agreement shall not be considered "Third-Party Providers".

1.12. "Usage Terms" means the maximum usage rights and parameters Customer shall be provided by Episerver on a monthly basis before Overage Terms and pricing apply.

2. Purpose

2.1. Customer and its Affiliates wishes to use the Episerver Digital Experience Cloud for Customer's Web Site and its and its Affiliates Web Sites, through the provided Services in respect of the Episerver Software Platform(s), which may also require Episerver software license(s). Services being provide to, and paid by Customer are defined in Section 1 of this Agreement.

2.2. This Agreement shall further serve as a legal framework for future additional software services and solution support services as may be agreed between the Parties from time to time.

3. Contractual Documents and Priority

3.1. The Agreement documents consist of this document and the appendices specified below ("Agreement"). Should any conflicting interpretations, definitions or intent arise, the provisions in this document shall have the highest precedence, and the other documents shall have precedence in the order below. –

    3.1.1. This Master Services Agreement, and subsequent Order(s)

    3.1.2. Episerver Digital Experience Cloud EUSA

    3.1.3. Episerver Digital Experience Cloud SLA

3.2. If, after the entering into this Master Services Agreement, Customer orders additional services to the Digital Experience Cloud, the Parties shall agree on the additional services in an Order. Unless otherwise stated in the Order(s), the terms and conditions of the Agreement, including the MSA, EUSA and SLA, shall also apply to the additional services agreed in the Order(s)

4. Subscription Term

4.1. Initial Subscription Term - Twenty-four (24) months from and including the Effective Date (hereby "Initial Subscription Term"), and thereafter that will automatically renew on a yearly basis until notice is given by either Party (hereby "Subscription Term"). Written notice for terminating the Agreement for convenience during the Initial Subscription Term may be given by Customer, however the notice period required is six (6) months prior to the end of the Initial Subscription Term. If Customer terminates the Agreement for convenience during the Initial Subscription Term, Customer shall be responsible for payment of any outstanding and remaining fees of the Initial Subscription Term.

4.2. Auto Renewal – After the Initial Subscription Term, Customer's subscription to the Service(s), subject to the rights of termination and suspension in this Agreement, will auto-renew for each subsequent Subscription Term on an annual basis, with invoicing and payments for the base Usage Terms and Rights invoiced annually in advance. Such auto-renewal will take effect unless this Agreement is terminated in accordance with the Agreement terms and shall include all Service(s) to which Customer has agreed to in the relevant Subscription Term. Written notice for terminating the Agreement for convenience during the Subscription Term may be given by either Party, however the notice period required is three (3) months prior to the end of the then Subscription Term. If Customer terminates the Agreement for convenience during the Subscription Term, Customer shall be responsible for payment of outstanding and remaining fees of the Subscription Term.

5. Fees, Billing, and Payment

5.1. Customer shall pay Episerver all fees stipulated and set forth in the Agreement. While fees are expressed in monthly terms in Section 1, billing, invoice and payments will be done on an annual/bi-annual and in advance basis. If any fees are incurred through the Overage Terms during the Initial Subscription Term and/or the Subscription Term, those will be invoiced on a monthly basis, in arrears. Payment terms are net thirty (30) days from the issue date of the invoice. Value added tax ("VAT") may be added to prices in applicable markets.

5.2. If Customer does not pay the outstanding amount due, within the time set out, Customer shall, in addition to the outstanding amount due, pay penal interest on the overdue amount at the rate of 8.5 % per annum above the Swedish consumer price index (KPI - Konsumentprisindex). The payments shall at first hand be offset by the accrued penal interest and only thereafter by the outstanding amount due. Customer's obligation to pay penal interest in accordance with this Section does not in any way limit Episerver's right to suspend Service(s) or terminate the Agreement invoking premature termination due to delay of payment for the Service.

6. Additional Terms

6.1. Availability and Support - Terms and conditions for Customer's SLA are attached to this Agreement. Any Third Party Providers used with the Service will also be defined in the SLA.

6.2. License(s) for Software - If Episerver software license(s) are required for this Service, Customer must accept and adhere to any applicable Episerver EULA.

6.3. Backups and Migrations- Episerver shall keep a rollback image of Customer's Service(s) for a period of one (1) week. Beyond that, if Customer orders a backup of previous version(s) of the Service or wishes to migration from the Service(s) to another provider, a separate, signed agreement (at cost to Customer) must be in place.