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2.1. Use Reporting, License Violations and Remedies. Virtuozzo reserves the right, and you authorize Virtuozzo, to gather data on key usage including license key numbers, Authorized Device IP addresses or other applicable device identifier (including MAC address or UDID), domain counts and other information deemed relevant, to ensure that our products are being used in accordance with the terms of this Agreement. Virtuozzo reserves the right to remedy violations of any of the terms of this Agreement immediately upon discovery, by charging the then current list price of unauthorized keys to the payment instrument used to make the original, authorized purchase, or by any other means necessary, including remotely disabling the Software. You agree not to block, electronically or otherwise, the transmission of data required for compliance with this Agreement. Any blocking of data required for compliance under this Agreement is considered to be violation of this Agreement and will result in immediate termination of this Agreement pursuant to Section 4.

2.2. License Expiration. Your license may include an expiration date that can result in the termination of the license. If your license key is stolen, or if you suspect any improper or illegal usage of your license outside of your control you should promptly notify Virtuozzo of such occurrence. A replacement license will be issued to you and the suspect license will be allowed to expire. For lease licenses, your monthly payment for each month must be processed prior to the expiration date in order for the license updates to be performed. For your convenience Virtuozzo may, but has no obligation to, provide license expiration warnings in the product interface. It is your responsibility to contact Virtuozzo regarding any potential expiration that you deem inappropriate. Virtuozzo shall not be liable for any damages or costs incurred in connection with the expired licenses.

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2.6. Audit Rights. During the term of this Agreement and for two (2) years after termination or expiration of this Agreement, Virtuozzo may audit, upon written notice to you, your books, records, and computing devices to determine your compliance with this Agreement and your payment of the applicable license fees, if any, for the Software. In the event that any such audit reveals an underpayment by you of more than five percent (5%) of the license fees due to Virtuozzo in the period being audited, or that you have breached any term of this Agreement, then, in addition to any other rights and remedies Virtuozzo may have, you will promptly pay to Virtuozzo any underpayments plus the cost of the audit.

3. License Fees. The Software will be available to you for use upon your receipt of one or more license keys. Upon acceptance of this Agreement, you may obtain one or more license keys by paying the requisite license fees, using the procedure set forth on Virtuozzo’s web site. License fees for term-based licenses are due prior to the commencement of the applicable term, and may be re-billed to the payment instrument you used for your initial purchase upon the commencement of any renewal term. Your license to the Software will terminate automatically without notice if you notify Virtuozzo in advance that you do not intend to renew a term-based license or if you fail to pay a renewal fee for a term-based license. The license fees paid by you are paid in consideration of the license granted under this Agreement. License sales are final and Virtuozzo does not refund license fees under any circumstances. By accepting this Agreement you fully understand that once license fee
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6. Third Party Software. The Software which is distributed to you may include various third party software components or software services (“Third Party Software” and together with the Software, the “Package”) which are provided under separate license terms (the “Third Party Terms”), as may be described in more detail in the “Notices.txt” file (if applicable) included in the Documentation. Information regarding Third Party Software included in the Package is also available on our website at www.virtuozzo.com. You are permitted to use the Third Party Software in conjunction with the Software, provided that such use is consistent with the terms of this Agreement. You may have broader rights to use the Third Party Software under the applicable Third Party Terms. Nothing in this Agreement is intended to impose further restrictions on your use of the Third Party Software in accordance with any Third Party Terms. The Software may also enable interoperation with certain other third party operating systems and applications. Virtuozzo does not provide you with any such third party licenses and it is solely your responsibility to obtain all necessary software licenses from respective vendors.

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7.1. Warranty disclaimer. The package and documentation are licensed “as is,” and Virtuozzo disclaims any and all other warranties, whether express, implied, or statutory including, without limitation, any implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, accuracy, timeliness, title, or non-infringement of third party
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7.2. Limitation of liability. In no event shall virtuozzo be liable to you or any party related to you for any indirect, incidental, consequential, special, exemplary, or punitive damages (including, without limitation, damages for loss of business profits, business interruption, loss of business information, loss of data or other such pecuniary loss), whether under a theory of contract, warranty, tort (including negligence), products liability, or otherwise, even if virtuozzo has been advised of the possibility of such damages. In no event will Virtuozzo's total aggregate and cumulative liability to you for any and all claims of any kind arising hereunder exceed the amount of license fees actually paid by you for the software giving rise to the claim in the twelve months preceding the claim. The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

7.3. Certain limitations. Some jurisdictions do not allow the exclusion of or limitation or exclusion of certain types of warranties, damages, or liabilities, so the above exclusion and limitations may not apply to you, but in such a case the exclusions and limitations set forth in this section 7 shall be applied to the greatest extent enforceable under applicable law.

8. General terms.

8.1. Feedback. If you provide any ideas, feedback, suggestions, materials, information, opinions, or other input to Virtuozzo ("Feedback"), regardless of any accompanying communication, Virtuozzo has no obligation to review, consider, or implement your Feedback, all such submissions are made on a non-confidential basis, Virtuozzo and its successors and assigns have an unconditional and unlimited right to use, reproduce, modify, and disclose such Feedback without any compensation or attribution, and you waive and agree not to assert any so-called “moral rights” you may have in the Feedback.

8.2. Governing Law and Choice of Forum. This Agreement shall be governed by and interpreted in accordance with the laws of the state of Washington, without regard to the conflicts of law rules thereof. Any claim or dispute arising in connection with this Agreement shall be resolved in the federal or state courts situated within the Western District of Washington. To the maximum extent permitted by law, you hereby consent to the jurisdiction and venue of such courts and waive any objections to the jurisdiction or venue of such courts. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

8.3. Severability. If any term or provision of this Agreement is declared void or unenforceable in a particular situation, by any judicial or administrative authority, this declaration shall not affect the validity or enforceability of the remaining terms and
provisions hereof or the validity or enforceability of the offending term or provision in any other situation. To the extent possible the provision will be interpreted and enforced to the greatest extent legally permissible in order to effectuate the original intent, and if no such interpretation or enforcement is legally permissible, shall be deemed severed from the Agreement.

8.4. Survival. Articles 3, 6, 8, and 9 of this Agreement and all Sections thereof, shall survive the termination or expiration of this Agreement, regardless of the cause for termination or expiration, and shall remain valid and binding indefinitely.

8.5. Headings. The Article and Section headings contained in this Agreement are included for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

8.6. No Waiver. The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

8.7. Amendment. Virtuozzo reserves the right, in its sole discretion, to amend this Agreement from time to time by posting an updated version of the Agreement on www.virtuozzo.com, provided that disputes arising hereunder will be resolved in accordance with the terms of the Agreement in effect at the time the dispute arose. We encourage you to review the published Agreement from time to time to make yourself aware of changes. Material changes to these terms will be effective upon the earlier of (i) your first use of the Software with actual knowledge of such change, or (ii) 30 days from publishing the amended Agreement on www.virtuozzo.com. If there is a conflict between this Agreement and the most current version of this Agreement, posted at www.virtuozzo.com, the most current version will prevail. Your use of the Software after the amended Agreement becomes effective constitutes your acceptance of the amended Agreement. If you do not accept amendments made to this Agreement, then it is your responsibility to terminate this Agreement pursuant to Section 4.

8.8. Taxes. You shall, in addition to the license fees required under this Agreement, pay all applicable sales, use, transfer, or other taxes and all duties, whether national, state, or local, however designated, that are levied or imposed by reason of the transaction contemplated under this Agreement, excluding income taxes on the net profits of Virtuozzo. You shall reimburse Virtuozzo for the amount of any such taxes or duties paid or incurred directly by Virtuozzo as a result of this transaction, and you agree that Virtuozzo may charge any such reimbursable taxes to the payment instrument you used for your initial payment.

8.9. Export Controls. You may not use, export, re-export, import, sell or transfer the Software except as authorized by United States (U.S.) law, the laws of the jurisdiction in which you obtained the Software, and any other applicable laws and regulations. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You also acknowledge that the Software may be subject to other U.S. and
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8.11. Governing Language. Any translation of this Agreement is done for local requirements and in the event of a dispute between the English and any non-English versions, the English version of this Agreement shall govern.

8.12. Trademark Notice. The Virtuozzo logo, Virtuozzo, OpenVZ and CRIU are registered trademarks or trademarks of Virtuozzo International GmbH, in the United States and/or other countries. All other trademarks referenced in the Software or Documentation are the property of their respective owners.

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