

Virtuozzo Reseller Terms and Conditions

UPDATED MAY 2021

Virtuozzo international gmbh ("Virtuozzo" or "licensor") is willing to license you, as a legal entity ("reseller" or "you"), upon your purchase of a license from distributor, as defined below, the right to either internally use or resell Virtuozzo products (as defined below). These reseller terms and conditions govern the use of Virtuozzo products. Note that distributor from which you purchase Virtuozzo products has no right to alter, amend, negotiate or vary the these terms.

By clicking "I accept" or otherwise using the ka or downloading, installing, and/or using the Virtuozzo products you acknowledge that you have read and accepted all of the terms and conditions ("terms") set forth herein and that this action establishes a legal, enforceable, and binding agreement between you and Virtuozzo. If you do not accept all of the terms set forth herein, you shall have no right to use Virtuozzo products, must immediately cease using Virtuozzo products, and must delete or remove all associated software and associated files. These terms apply to any updates or services for Virtuozzo products provided to you by Virtuozzo, unless other terms specifically cover those items.

1. Definitions

1.1. "Distributor" means a distributor appointed by Virtuozzo who purchases Products for distribution among Resellers according to the agreement concluded with Virtuozzo.

1.2. "Reseller" means a reseller appointed by Distributor who purchases Products for resale to End Users directly.

1.3. "End User" / "Customer" means an ultimate end user of a Product who (i) is a customer of Distributor or a customer of a Reseller, (ii) is neither Distributor nor Reseller itself, and (iii) has no authorized access to the KA System.

1.4. "End-User License Agreement" means a standard end-user license agreement specified by Virtuozzo that is to be accepted by End-Users as a condition to installing or using Software. First use of the Software by the End User shall mean its consent with these rules and terms. The effective version of the End-User License Agreement with End Users can be found at and may be amended, supplemented or modified by Virtuozzo from time to time, which will be notified to all parties concerned by the means of publishing of the new version at the mentioned above web site.

1.5. “KA System” or “KA” means Virtuozzo Key Administrator System, which allows Distributor and, if an access is provided to Reseller – Reseller, to generate License Keys according to the terms and conditions of these Terms.

1.6. “License Key” means confidential information representing a unique sequence of symbols and providing Reseller and the End User with an opportunity to activate and use the Software.

1.7. “Electronic Software Download” means the method by which Virtuozzo may deliver the Software electronically.

1.8. “Product(s)” means the Software and Certificates for technical support. Products will not include OEM versions, beta versions or any other customized or individual software solution. Virtuozzo may from time to time, amend, add, supplement, change or discontinue any Software, support services included in the Products by giving notice to Resellers through Virtuozzo web-site www.virtuozzo.com of such action. All Upgrades and Updates will automatically become Products unless Virtuozzo provides written notice otherwise prior to the launch of the Upgrade or Update. Any withdrawal of a Product will not be deemed a material change in the total scope of the Products.

1.9. “Software” means licensed software, in object code form only, and accompanying documentation, made commercially available by Virtuozzo to its customers, including any Updates and Upgrades.

1.10. “Certificate for technical support” shall mean a document confirming the right of the End User for a technical support service under the terms specified in such Certificate and at Virtuozzo’s website: <https://www.virtuozzo.com/support/> as may be amended, supplemented or modified by Virtuozzo from time to time, which will be notified to all parties concerned by the means of publishing of the new version at the mentioned above web site.

1.11. “Territory” means territory of license for Products, which shall be provided to Reseller through the Distributor and as defined by Virtuozzo in the agreement with Distributor.

1.12. “Update(s)” means improved versions of Software, or portions thereof, which incorporate corrections or minor enhancements for which Virtuozzo does not normally charge a fee. Virtuozzo designation of a particular release as an Update will be dispositive.

1.13. “Upgrade(s)” means commercial releases of Software which enhance and/or improve the functionality of Software and for which Virtuozzo normally charges a fee. An Upgrade does not include a future software program that is not a direct successor to Software. Virtuozzo designation of a particular release as an Upgrade will be dispositive.

1.14. "Virtuozzo Marketing Materials" means the marketing information and other advertising materials that Virtuozzo may make available to Distributor and through Distributor to Reseller from time to time during the term of this Agreement.

1.15. "Virtuozzo Marks" means Product names, trademarks, trade names, service marks, service names and logos that Virtuozzo may adopt from time to time.

2. Scope Of License Grant

2.1. License Grant and Flow Down of Obligations. Reseller acknowledges that as a condition to using Virtuozzo Products and KA System, Reseller will be required to agree to be bound by and comply with certain written terms as required by Virtuozzo and Distributor. End Users of Virtuozzo Products will be required to agree to an End User License Agreement as a condition to their use of Virtuozzo Products. In any case Reseller's rights in relation to Virtuozzo Products are non-exclusive rights to market and resell Products only to End Users within the Territory. Reseller is not authorised to resell Products to subresellers unless explicitly approved by Virtuozzo.

2.2. Product Integrity. Reseller will deliver Products without modification and with all documentation, disclaimers, proprietary rights and other notices, marks, serial numbers, and license agreements unopened and intact unless otherwise requested by Virtuozzo in writing. Reseller will immediately inform Virtuozzo in writing about any applicable laws and regulations and any possible changes in the laws and regulations in the Territory regarding any requirements concerning design, Product description, directions for use and warnings applicable to Products. Upon request, Reseller will make available to End Users the applicable End User License Agreement and other Virtuozzo Product or service use terms and conditions. Reseller will not (i) make promises, representations, warranties or guarantees concerning Products that are inconsistent with Virtuozzo's then-current specifications, (ii) commit or bind Virtuozzo to any agreement or undertaking, and (iii) pursue, waive or compromise any of Virtuozzo's rights relating to Resellers, End Users or other parties.

2.3. Reseller's Service. Reseller will operate at its own expense and risk under Reseller's own name as a Reseller of the Virtuozzo Products. Reseller will not act or communicate in any manner, which may imply that it has the right to represent or act on behalf of Virtuozzo. Reseller will have the technical capability to suspend service and/or restrict Products access to any of its End Users. Reseller's use of this capability is entirely at Reseller's own risk and Virtuozzo will not be liable in any way for any claims arising from such suspension and/or KA System access restriction.

2.4. License Compliance. Reseller will comply with End-User License Agreements with respect to Products supplied by Distributor to Reseller for use by Reseller. Reseller will not

reproduce, lend, rent or otherwise transfer those Products except as expressly permitted in the applicable End-User License Agreement. Reseller may not circumvent any Product locking or other copy protection system in any manner or instruct or assist any third party to do so.

2.5. General Compliance. Reseller will conduct its business through a corporation or other form of business organization recognized by the laws of the Territory, and obtain and maintain at its own expense all permissions, consents, and licenses necessary to enable Reseller to resell and support Products in accordance with this Agreement. Reseller will comply with all laws and regulations applicable to the marketing, license and support of Products, and will conduct its business in a manner that does not negatively affect the reputation, goodwill or prospects of Virtuozzo or its Products.

2.6. Restrictions. Reseller will not (and will not permit others to): (i) promote, advertise, market, solicit orders for Products, open branches or maintain reselling depots for supply or support of Products outside of the Territory, (ii) export the Product from the Territory, or (iii) sell any Product to any entities or persons on any restricted lists or those entities or persons prohibited by applicable law, international embargo or similar prohibition. Reseller will not market, resell, sublicense, transfer, sell, or make available to third parties any Products (including without limitation Software and Certificates for technical Support) other than as expressly permitted under these Terms. Reseller will not induce or contribute to any tort or breach of contract by any End User with respect to Virtuozzo, including breach of an End-User License Agreement. Reseller will not (and will not permit others to): (a) incorporate any Product or any portion thereof into any other work; (b) modify or create derivative works of any Product in any manner; (c) decompile, disassemble, reverse engineer or otherwise reduce to human perceivable form any portion of any Product; (d) use any Product to develop competitive offerings; (e) engage in any act to disrupt the security, integrity, or operation of any Product, including without limitation through the use of viruses, worms, Trojan horses, or any other malicious code, scripts, or programs; (f) engage in any act or incorporate any code into any Product that would subject the Product in whole or in part to any term of any "open-source" or other license that requires as a condition of use, modification or reselling of software subject to it that such software, or other software combined and/or resold with such software, be: (i) disclosed or resold in source code form; (ii) licensed for the purpose of making derivative works; or (iii) redistributable at no charge, or (g) remove, delete, modify, or obscure any copyright or proprietary rights notice on the Products, or present the Products in a manner that suggests that a party other than Virtuozzo is the originator of the Products. Before Reseller exercises any of the foregoing actions that Reseller believes it is legally entitled to undertake notwithstanding the prohibitions of this Section 2.6, based on mandatory law, Reseller will: (i) provide Virtuozzo with thirty (30) calendar days' prior written notice or, if applicable law or the relevant court order does not allow for thirty (30) calendar days' notice, the maximum amount of notice allowable, and (ii) provide all reasonably requested information to allow Virtuozzo to assess

Reseller's claim and, at Virtuozzo's sole discretion, to provide alternatives that reduce any adverse impact on Virtuozzo's intellectual property or other rights.

2.7. Maintenance of Upgrades. Reseller must make every reasonable effort to update its End Users to the most up-to-date version of a Software within six (6) months of its release in accordance with License and Support package of each End User. Virtuozzo will only support Software installations that are no older than one (1) prior major released versions.

2.8. End-User License Agreements. Reseller will notify End Users prior to taking any order that Products are subject to an End-User License Agreement, and that Software included in any Product is licensed not sold. Reseller will make copies of applicable End-User License Agreements freely available to prospective End Users upon request. Reseller will not make any statements in its marketing and sales communications to prospective or actual End Users that are inconsistent with or derogates from the provisions of any applicable End-User License Agreement.

2.9. KA System Account. Virtuozzo reserves the right to grant or deny access to KA System to Reseller through Distributor. In case access is granted, the following Procedure shall take place:

2.9.1. Virtuozzo will open an account for Distributor in Virtuozzo's KA System. The KA account will allow Distributor to generate License Keys inside its individual account in Virtuozzo's licensing system and provide such License Keys to Reseller directly or to request Virtuozzo to open a direct account to Reseller. In case when the direct access is granted to Reseller, Reseller shall order License Keys solely by using Virtuozzo's KA System to generate, manage, update and terminate License Keys on demand;

2.9.2. Reseller agrees that KA System access is a privilege of partnership and will use KA System in good faith.

2.9.3. Reseller understands that KA System access may be suspended and/or revoked by Virtuozzo at any time in Virtuozzo's sole and exclusive discretion in the event Virtuozzo is of the opinion that Reseller is not using KA System in a proper or responsible manner, or abuses the KA System for the purposes to receive more License Keys without respective payment.

2.9.4. Reseller is financially responsible for all keys created in its KA System account. Reseller especially acknowledges and agrees that Reseller is exclusively responsible for the termination of unused License Keys in its KA System account. In no event will Virtuozzo be responsible for maintenance or termination of License Keys in Reseller's KA System account. Any activated License Key in Reseller's account will be billed towards Distributor and by Distributor to Reseller in the following monthly invoice. Activated License Keys are defined

as any License Key that was activated and is not marked for termination within 15 minutes after activation. Reseller can access its' KA System account at any time to terminate License Keys. Some License Keys carry a minimum subscription period and will be billed for the entire subscription period even if marked as terminated. In the event, Virtuozzo denies Reseller's access to KA System for any reason, License Keys termination requests can be sent to Virtuozzo via email (billing-ops@virtuozzo.com).

2.9.5. If Reseller's KA System account information is or may be compromised, Reseller commits to notify Virtuozzo in writing within one business day from becoming aware of such fact to change its password accordingly. In all other cases Reseller cannot refer to such circumstances as the ground to dispute number of the active License Keys.

2.9.6. If Reseller is more than thirty (30) calendar days past due on any outstanding invoices, Distributor may inform Virtuozzo, and Virtuozzo will be authorized to suspend or deny Reseller's access to KA System and cancel all existing License Keys and licenses of this Reseller.

3. Marketing And Branding

3.1. Branding. During the term of this Agreement Reseller may use the Virtuozzo trademarks, solely within the Territory in association with the marketing of the Products during the term of license granted through Distributor as set forth herein above, all in unmodified form as and when provided by Virtuozzo, in strict accordance with Virtuozzo's trademark usage guidelines which might be published on Virtuozzo website www.virtuozzo.com and solely for marketing and promotional activities hereunder. Reseller will not have or obtain any right or interest in and to Virtuozzo's trademarks, which will remain the sole and exclusive property of Virtuozzo, its affiliates or their licensors. Reseller will not take any action that would in any way infringe or interfere with Virtuozzo's rights in Virtuozzo trademarks. Reseller will not at any time adopt or register any name, internet domain, designation or mark that is confusingly or deceptively similar to any Virtuozzo trademark. Reseller may not register any domain name for use on the World Wide Web that incorporates any Virtuozzo trademark without Virtuozzo's prior written permission. Reseller will without charge assign to Virtuozzo, or cause the applicable third-party registrant to assign to Virtuozzo, any domain name registered by or for Reseller that incorporate an Virtuozzo trademark. Reseller agrees not to contest Virtuozzo's rights to or ownership of the Virtuozzo trademarks anywhere in the world. Virtuozzo reserves the right to revoke Reseller's right to use the Virtuozzo trademarks at any time in Virtuozzo's sole discretion.

3.2. Ownership of trademarks. Virtuozzo reserves the right in its trademarks in all countries, including but not limited to the Territory. Rights also include trademarks

incorporated into domain names acquired by the Reseller, which shall be assigned to Virtuozzo upon the termination of these Terms upon request.

3.3. Press Releases. All press releases, advertisements or publications involving, including and/or referencing Virtuozzo Products or Virtuozzo must be approved by Virtuozzo prior to release, publication or distribution.

4. Software Delivery, Reporting & Payments

4.1. Orders and Delivery. All orders will be processed and delivered through Distributor that grants to Reseller KA System access or from which Reseller purchases Products. For avoidance of doubt, Virtuozzo will not be a party to these transactions. Such selling entity will deliver to Reseller an account activation link for the KA System.

4.2. Taxes. Virtuozzo's prices do not include any national, state or local sales, use, value added or other taxes, customs duties, or similar tariffs and fees which Virtuozzo may be required to pay or collect upon the sale or delivery of Products or upon collection of the sales price. Should any tax or levy be made, Reseller agrees to pay such tax or levy and indemnify Virtuozzo for any claim for such tax or levy demanded including penalties and interest. For any sales tax for which Reseller has an exemption, Reseller agrees to provide Virtuozzo with appropriate resale or tax exemption certificate numbers and other documentation satisfactory to the applicable taxing authorities to substantiate any claim of exemption from any such taxes or fees. If Reseller is required to withhold taxes from the amounts payable hereunder, Reseller will request documentation from Virtuozzo that may reduce or eliminate such withholding and, to the extent withholding is required, will provide Virtuozzo with official tax receipts issued by the local tax authority as proof that such taxes have been paid. To the extent that Reseller complies with the foregoing requirements, Reseller will pay the invoiced amount, net of such legally required withholding taxes.

4.3. Reporting. Reseller must ensure that it provides an access to Virtuozzo Billing Servers located here: <https://report.virtuozzo.com>, 443 port should be used and should be open for connection. Metrics and usage reports will be automatically sent by Virtuozzo Software to Virtuozzo on a daily basis provided all requirements stated in this Section 4 are met. If Virtuozzo does not receive usage report from specific license(s) licensed to Reseller by Distributor for three (3) days, Virtuozzo reserves the right to evaluate usage data for those specific license(s) for the period of missed report or data loss based on average usage during the previous 30 (thirty) days.

5. Suspension

5.1. Right to Suspend. Virtuozzo shall be entitled to suspend Virtuozzo Products and/or KA System access, in whole or in part, immediately after notifying Distributor in writing via

email in addition to the reasons described herein above in the Section 2.9 for the following reasons:

- i. in order to comply with any contractual, statutory, and/or regulatory obligation, a request or order from law enforcement, or a competent judicial, governmental, supervisory or regulatory body;
- ii. if Virtuozzo has reasonable grounds to suspect that Reseller or Distributor have acted or will act fraudulently, unlawfully, in a criminal way or in a way which could prejudice Virtuozzo, other Distributors, Resellers and/or any End User;
- iii. in case of violation by Reseller of any contractual, legal, regulatory, statutory or administrative obligation;
- iv. in case of force majeure, as defined in Section 13.5 hereafter;
- v. at any time in Virtuozzo's sole discretion, if Distributor has not paid any due invoice or amounts;
- vi. if Virtuozzo is informed by Distributor or Reseller that KA System access credentials have been compromised;
- vii. at Distributor's request for specific End-Users, to the extent that it is technically possible;
- viii. if Virtuozzo establishes or has a reasonable belief that (a) Reseller or Distributor impairs or endangers the operational availability of Virtuozzo's API, the infrastructure or the Virtuozzo services; (b) such action is necessary to prevent or protect against fraud, tricks, tampering, schemes, false or invalid numbers, false credit devices, electronic devices, or any other fraudulent means or devices; or (c) such action is necessary to protect Virtuozzo, Virtuozzo's affiliates and their respective officers, directors, shareholders, employees and agents, and/or others against actual or potential adverse financial effects;
- ix. if Distributor fails or refuses to provide information, or provides false information, regarding the Distributor's creditworthiness, its past or current use of Virtuozzo Products, or characteristics pertaining to its use or planned use of Products; or
- x. where necessary for Virtuozzo API's, the Virtuozzo infrastructure's or the Virtuozzo services maintenance. If such maintenance is reasonably foreseeable, Distributor will be informed in advance by email or by any means Virtuozzo will deem appropriate.

5.2. Notice. Virtuozzo is not responsible for informing anyone registered through KA System and any other relevant party of the suspension and shall not bear the liability of any default or delay in providing such information.

5.3. Suspension Length. Virtuozzo shall use all reasonable efforts to limit the suspension period in cases where Reseller and/or Distributor are not responsible for said suspension.

5.4. Consequences of Suspension. In case of suspension for any of the causes mentioned in this Section, Virtuozzo shall not be held liable for any loss or damage arising from or related to said suspension.

6. Confidentiality

6.1. Customer Data. Virtuozzo hereby acknowledges that it acquires no ownership right, title or interest to any and all Reseller data subject to Virtuozzo's normal access and security

procedures and privacy policy, found at <https://www.virtuozzo.com/legal/privacy-policy>, Reseller hereby grants Virtuozzo a non-exclusive, transferable license to use the Reseller data as necessary to provide Reseller with Virtuozzo Products and KA System access. Any employee or subcontractor that accesses the Reseller's data pursuant to this Section 5.1 shall be bound by a confidentiality agreement. Without Reseller's consent (which it may withhold in its sole discretion), Reseller data may not be: (a) used by Virtuozzo other than as permitted under the foregoing license; or (b) analyzed, individualized, sold, assigned, or leased by Virtuozzo. Virtuozzo will have the right to monitor and analyze Reseller's use of VIRTUOZZO Products and KA System and to use the results of such monitoring to improve Virtuozzo Products and KA System during and after the term of these Terms. Reseller represents and warrants that: (i) it has obtained, and will obtain, all consents and approvals necessary to provide the Reseller data to Virtuozzo, and for Virtuozzo to use such Reseller data, in accordance with these Terms; and (ii) it has all rights necessary to grant the license in these Terms.

Reseller acknowledges that virtuozzo may use servers or other equipment to provide virtuozzo products and ka to reseller located in the united states or in other countries where law enforcements, courts or other federal agencies may compel virtuozzo to provide access to the reseller data in connection with their investigations and as a result, virtuozzo will comply with any subpoena, warrant or regulation that requires the disclosure or providing access to the reseller's data to such authorities and agencies.

6.2. Virtuozzo Products and KA Confidentiality. Virtuozzo Products and KA contain trade secrets of Virtuozzo O and are proprietary to Virtuozzo. Reseller shall maintain Virtuozzo Products and KA in confidence and prevent disclosure of Virtuozzo Product and KA System using at least the same degree of care it uses for its own most critical proprietary information, but in no event less than a reasonable degree of care. Reseller shall not disclose or provide access to Virtuozzo Products and KA or any part thereof to anyone for any purpose, other than to employees or other parties authorized under these Terms for the purpose of exercising the rights expressly granted under these Terms.

7. Proprietary Rights

7.1. Virtuozzo's Ownership. All rights (including patents, copyrights, trademarks and all other intellectual property rights through the world) relating to Products, Virtuozzo marketing materials, Virtuozzo trademarks and any other materials or translations thereof provided by Virtuozzo to Distributor and Reseller during the term of these Terms, and any modifications or improvements to and derivative works based on any of the foregoing, however made, are owned by and remain the valuable exclusive property of Virtuozzo, its affiliates or their licensors. To the extent there is any legal basis under which Reseller or its successors may assert a right, title or interest in any such modifications, improvements or derivative works, Reseller agrees to assign, and hereby does assign, all rights, title and interest in same to Virtuozzo.

7.2. Virtuozzo Products are licensed and not sold under these Terms, notwithstanding any references herein to “sale” or “sold.” Virtuozzo Products are and will remain the sole and exclusive property of Virtuozzo and its suppliers, if any, whether Virtuozzo Product is separate or combined with any other products. Virtuozzo’s rights under this subsection will include, but are not be limited to: (i) all copies of Virtuozzo Products, in whole or in part; (ii) all intellectual property rights in Virtuozzo Products; and (iii) all modifications to, and derivative works based upon, Virtuozzo Products. Reseller will not delete or in any manner alter the intellectual property rights notices of Virtuozzo and its suppliers, if any, appearing on Virtuozzo Products as delivered to Reseller. As a condition of the license rights granted to Reseller in these Terms, Reseller will reproduce and display such notices on each copy of any Virtuozzo Products.

7.3. Reseller’s Duties. Reseller will use its reasonable efforts to protect Virtuozzo’s intellectual property rights and will report promptly to Virtuozzo any infringement of such rights of which Reseller is presently aware or becomes aware.

7.4. Third Party Infringement. Virtuozzo reserves the sole and exclusive right at its discretion to assert claims against third parties for infringement or misappropriation of its intellectual property rights in Virtuozzo Products.

8. Warranty

8.1. Power and Authority. Each party represents and warrants that it has sufficient right and authority to grant to the other party all licenses and rights granted under these Terms.

8.2. Disclaimer of Other Warranties. Except for the warranty provided in this Section, Virtuozzo Products, their accompanying documentation and all other materials provided to Reseller by Virtuozzo are provided “AS-IS”. To the maximum extent allowed by applicable law, the warranties in this Section is the sole and exclusive warranty of any kind, express or implied, that is made by Virtuozzo in connection with Virtuozzo Products provided under these Terms, and Virtuozzo specifically disclaims all statutory or other warranties, including — but not limited to — implied warranties of merchantability, non-infringement, title, or fitness for a particular purpose, or any implied warranties arising from usage of trade, course of dealing or course of performance. Without limiting the generality of the foregoing, Virtuozzo specifically does not warrant that Products will meet the requirements of the Reseller and/or End User or that Products will be accurate or error-free. To the extent that Virtuozzo may not disclaim any warranty as a matter of applicable law, the scope and duration of such warranty will be the minimum permitted under such law.

9. Indemnities

9.1. Indemnification by Reseller. Reseller will indemnify, defend and hold harmless Virtuozzo and its affiliates and their respective officers, directors, shareholders, employees and agents (for purposes of this Section 9.1, collectively, "Virtuozzo") from and against any and all third party claims arising out of or in connection with (i) the gross negligence or willful misconduct of Reseller and/or its employees, (ii) any misrepresentation made by Reseller to any of its End Users or any other third party with respect to Products, and (iii) any claims by End Users for special, incidental, consequential, direct or indirect damages arising out of or in connection with use of Products and/or KA, including, but not limited to claims arising or based on damages to End User's hardware, media, software, loss, destruction or corruption of data, loss of revenue to End Users or loss of profits of End Users.

9.2. Exceptions. Reseller shall have no obligation under this Section as to any action, proceeding, or claim unless: (i) Reseller is notified of it promptly; (ii) Reseller has control of its defense and settlement with Virtuozzo participation; and (iii) Virtuozzo provides Reseller with reasonable assistance in its defense and settlement.

9.3. Reseller Data or use of non-Virtuozzo software with Products. If an unaffiliated third party asserts that Reseller or End User data or non- Virtuozzo software or technology used by Reseller with Products, Virtuozzo may ask Reseller to remove the allegedly infringing item. If Reseller fails to do so within a reasonable time, Virtuozzo may suspend Reseller's licensing rights granted under these Terms.

9.4. Sole Remedy. The foregoing are Virtuozzo's sole and exclusive obligations and Reseller's sole and exclusive remedies, with respect to infringement or misappropriation of intellectual property rights.

10. Limitations Of Liability

10.1. Exclusion of Damages. In no event will either party be liable to the other party for any special, incidental, indirect, or consequential damages (including lost profits or lost data), whether based on breach of contract, tort (including negligence), product liability, or otherwise, and whether or not such party has been advised of the possibility of such damage. The total cumulative liability of virtuozzo in connection with these terms and products, whether in contract, in tort (including negligence) or otherwise, including the indemnity obligation set forth above, will not exceed the amount of license fees that reseller has paid to distributor under these terms in the six (6) months preceeding the event which gave rise to the claim. The existence of multiple claims will not expand this limit. The parties acknowledge that the license fees reflect the allocation of risk set forth in these Terms and that Virtuozzo would not enter into these Terms without these limitations on its liability. The foregoing does not apply to breaches of Section 6 and/or Section 7. The parties have agreed that the limitations specified in this Section will survive and apply even if any limited remedy specified in these Terms is found to have failed of its essential purpose.

11. Acceptable Use And Compliance With Laws

11.1. Lawful Use. By registering for, by using and/or enabling another to use Virtuozzo Products and KA, you represent and warrant that you have the legal capacity and authority to enter into a binding agreement and to adhere to these Terms, and that you will use Products and KA only in accordance with these Terms and with all applicable laws. If an individual is registering or using Products and KA on behalf of an entity or organization, that individual warrants, represents, and covenants to Virtuozzo that such individual is duly authorized to agree to these Terms on behalf of the Reseller and to bind the Reseller to them. Virtuozzo Products and KA are intended, and offered, only for lawful use by individuals or organizations with the legal capacity and authority under applicable law to enter into a contract for such products and services. Virtuozzo does not offer Products and KA to minors or where otherwise prohibited by law.

11.2. Compliance. Reseller and all of its owners, directors, officers, employees, agents, affiliates or contractors (collectively "Reseller" for purposes of this Section 11) will use the Products only in accordance with these Terms and with all applicable laws. Without limiting the foregoing:

11.2.1. Reseller acknowledges and agrees that the Products may be subject to economic sanctions and export controls of the United States of America ("US"), European Union ("EU"), and Switzerland. Reseller agrees not to engage in any transaction or activity that would result in liability to Virtuozzo under EU, US or Swiss sanctions or export control laws or regulations. Reseller agrees to comply with all US, EU and Swiss economic sanctions and export control laws and regulations as if it were a US, EU and a Swiss company and a US, EU and Swiss exporter, and with all otherwise applicable export or import regulations of other countries, and will not allow any third-party to remove or export from the US, EU or Switzerland or allow the export or re-export of any part of the Products or any direct product thereof (I) into (or to a resident or entity incorporated under the laws of) any country subject to a comprehensive US, EU or Swiss embargo, (II) to anyone on the US Commerce Department's Denied Persons List, Entities List or Unverified List, the US Treasury Department's Specially Designated Nationals and Blocked Persons List, Foreign Sanctions Evaders List or the Sectoral Sanctions Identifications List, the US Department of State's List of Statutorily Debarred Parties, the EU's Consolidated Sanctions List, or the Swiss Secretariat of Economic Affairs Overall list of sanctioned individuals, entities and organizations (collectively, the "Lists"), or (III) to any country, entity or person to which such export or re-export is restricted or prohibited, or as to whom the US, EU or Switzerland requires an export license or other governmental approval at the time of export from the US, EU or Switzerland, respectively, or re-export without first obtaining such license or approval. Reseller assumes sole responsibility for any required export approval and/or licenses and all related costs and for the violation of any export law or regulation.

11.2.2. Reseller represents and warrants that Reseller is not included on any of the Lists. Reseller will immediately inform Virtuozzo of any inclusion of Reseller on any of the Lists and will cooperate with Virtuozzo's investigation and/or reporting of such action to appropriate US, EU or Swiss authorities, which may occur at Virtuozzo's sole discretion.

11.2.3. Reseller may not use or enable the use of the Products by any End User or any other third party whose rights are derivative of any of them who is a resident of, entity incorporated under the laws of, or under control of any of the governments of any country subject to a comprehensive US, EU or Swiss embargo, which as of the date hereof includes: Cuba, Iran, North Korea, Syria and the Crimea region of the Ukraine (which for the purpose of this paragraph may be referred to as a country). Each time Reseller uses or enables the use of the Products, Reseller represents, warrants, and covenants that none of Reseller, its End Users, or any other third party whose rights are derivative of any of them (I) is a resident of, an entity incorporated under the laws of, or under the control of the government of any country subject to a comprehensive US, EU or Swiss embargo; (II) will download or otherwise export or re-export any Products, directly or indirectly, to the above mentioned countries or to residents or entities incorporated under the laws of those countries, or permit any third party to do so; (III) are listed in any of the Lists or subject to US, EU or Swiss sanctions; or (IV) will use or allow the use of the Products for any purposes prohibited by US, EU or Swiss law, including, without limitation, for the development, design, manufacture, or production of nuclear, chemical, or biological weapons, weapons of mass destruction or their proliferation; or (V) are using or permitting others to use the Products to create, store, backup, resell, or provide access to child pornography or any other content or data which is illegal under the applicable law, including that where Reseller is domiciled.

11.2.4. Virtuozzo will not be liable to Reseller or any of its officers, directors, employees, agents, contractors, designees, customers and/or any other party, for any refusal or failure to provide goods, software, services or technical data as a result of any action taken as a result of any inclusion of Reseller on any of the Lists.

11.2.5. If Virtuozzo has a good faith belief that Reseller, or any third party acting on Reseller's behalf, intends to violate, has violated, or causes Virtuozzo to violate, any EU, US or Swiss export controls or sanctions law or regulation, Virtuozzo may terminate this Agreement immediately, notwithstanding any other provision of this Agreement to the contrary. In the event of such termination, Virtuozzo will be relieved of all liability and obligations of any kind under this Agreement.

11.2.6. Reseller will indemnify and hold Virtuozzo harmless for any and all claims, losses, damages, liabilities, expenses and costs of whatever nature, including reasonable attorneys' fees and expenses, arising out of Reseller's non-compliance with US, EU or Swiss export controls or sanctions laws or regulations or Reseller's inclusion on any of the Lists. Virtuozzo will be relieved of all claims and liabilities arising from (I) termination of this Agreement

pursuant to this Section 11, and (II) Virtuozzo's failure to perform, or inability to perform, as a result of Reseller's inclusion on any of the Lists.

11.2.7. Reseller will, at its own cost and expense, screen against the Lists all new End Users and all third parties whose rights to use the Products are derivative of any of them, and will not contract with anyone who is included on one of the Lists.

11.2.8. Virtuozzo may at Virtuozzo's option, exercisable by notice to Reseller at any time (the "Pre-Screen Notice"), direct Reseller not to authorize or permit the use of Products by any End User or any third party whose rights to use the Products would be derivative of any of them unless Virtuozzo will have first approved such use in writing, including by email. After Reseller receives the Pre-Screen Notice, Reseller will give Virtuozzo advance written notice, including by email, of the identity of any such End User or third party, with such accompanying detail and additional information as Virtuozzo may request. Virtuozzo will use that information to determine whether any such person is on any of the Lists. Virtuozzo will give notice to Reseller of its approval of any such person not on any of the Lists. Any such person who is, or who appears to be on any of the Lists will not be approved and Virtuozzo will not deal with them regarding the Products.

11.2.9. Virtuozzo may audit Reseller's compliance with this Section 11 on such terms as Virtuozzo determines reasonable. Reseller will also, upon request of Virtuozzo, provide to Virtuozzo the names of all Ends Users and all third parties whose rights to use the Products are derivative of any of them.

11.2.10. Virtuozzo may at any time suspend Reseller's access to the Products, in whole or in part, for the following reasons:

11.2.10.1. In order to comply with any contractual, statutory, and/or regulatory obligation, a request or order from law enforcement, or a competent judicial, governmental, supervisory or regulatory body;

11.2.10.2. If Virtuozzo has reasonable grounds to suspect that Reseller, End Users or other third parties have acted or will act fraudulently, unlawfully, in a criminal way or in a way which could prejudice Virtuozzo, any End User or any other third party;

11.2.10.3. If Reseller, any End Users or other third parties violates any contractual, legal, regulatory, statutory, or administrative obligation, or if any End User or other third party is subject to US, EU or Swiss sanctions.

11.2.11. Certification. Reseller will certify to Virtuozzo in writing compliance with its obligations under this Section 11, at least annually on or before March 31 of each calendar year, and at such other times as Virtuozzo will request.

11.3. Anti-corruption compliance. Reseller shall not, and shall not permit any of its subsidiaries and affiliates, or any of its or their respective directors, officers, managers, employees, independent contractors, representatives or agents (collectively, "Representatives") to, promise, authorize or make any payment to, or otherwise contribute any item of value to, directly or indirectly, any non-U.S. government official, in each case, in violation of the U.S. Foreign Corrupt Practices Act ("FCPA") or any other applicable anti-bribery or anti-corruption law of any other jurisdiction. Reseller shall, and shall cause each of its subsidiaries and affiliates and Resellers to, cease all of its or their respective activities, as well as remediate any actions taken by Reseller, its subsidiaries or affiliates or Resellers, or any of its or their respective Representatives in violation of the FCPA or any other applicable anti-bribery or anti-corruption law of any jurisdiction. Reseller shall, and shall cause each of its affiliates and subsidiaries and Resellers to, maintain systems or internal controls (including, but not limited to, accounting systems, purchasing systems and billing systems) to ensure compliance with the FCPA or any other applicable anti-bribery or anti-corruption law of any jurisdiction.

12. Support

12.1. Virtuozzo Support. Technical support shall be rendered under the standard terms, depicted in the Certificates for technical support and at Virtuozzo's website: <https://www.virtuozzo.com/support>. The period of technical support related to Products listed in the order, which are not registered by the End User, shall not start before such Products are registered by the End User.

12.2. Virtuozzo will draft and communicate to Distributors and Resellers the Rules on provision of the technical support services to End Users, such rules might be updated by Virtuozzo from time to time.

12.3. Reseller may propose to End Users and the Virtuozzo shall render technical support services subject to strict compliance of the precedent terms below. Reseller shall have good reputation in relation to performance hereof as established by Virtuozzo. Good reputation shall include the following:

12.3.1. Reseller's current complete performance of this Agreement and other contractual obligations and terms under other agreements between Virtuozzo and Reseller; and

12.3.2. Reseller has no debts before Virtuozzo of any amount hereunder or according to other agreement between Virtuozzo and Reseller for more than thirty (30) calendar days. If Virtuozzo is not satisfied with Reseller's performance of any of the precedent terms described herein above, Virtuozzo may unilaterally suspend or withdraw from support services.

13. General Provisions

13.1. Distributor Termination. In the event that the relationship between Virtuozzo and Distributor terminates, i) these Terms may be terminated upon the same termination notice provisions that Distributor is entitled to; or ii) upon the Reseller's consent a) Virtuozzo will refer Reseller to a different distributor; or b) Reseller will become a direct customer of Virtuozzo.

13.2. Events of Termination. Notwithstanding anything in Section 13, Virtuozzo will have the right to terminate these Terms if Reseller breaches any material term or condition and fails to cure such breach within thirty (30) calendar days after written notice.

13.3. Effect of Termination. Upon termination of these Terms, all provided License Keys may be cancelled by Virtuozzo in its sole discretion.

13.4. No Damages for Termination. Neither party will be liable to the other for damages of any kind, including incidental or consequential damages, on account of the termination of these Terms. Reseller waives any right it may have to receive any compensation or reparations on termination of these Terms under the law of the territory or otherwise, other than as expressly provided in these Terms. Neither party will be liable to the other on account of termination of these terms for reimbursement or damages for the loss of good will, prospective profits or anticipated income, or on account of any expenditures, investments, leases or commitments made by either party or for any other reason whatsoever based upon or growing out of such termination.

13.5. Force Majeure. Neither party will be responsible for any failure to perform due to causes beyond its reasonable control (each a Force Majeure), including, but not limited to, acts of God, war, riot, embargoes, acts of civil or military authorities, denial of or delays in processing of export license applications, fire, floods, earthquakes, accidents, strikes, or fuel crises, provided that such party gives prompt written notice thereof to the other party. The time for performance will be extended for a period equal to the duration of the Force Majeure, but in no event longer than sixty (60) days.

13.6. Governing Law and Dispute Resolution. For Resellers incorporated in the United States of America these Terms shall be governed by, and construed in accordance with, the laws of Washington, USA, exclusive of its conflicts of laws provisions and any suit under these Terms shall exclusively be brought in a federal or state court in King County, Washington. For Resellers incorporated in a jurisdiction outside of the United States these Terms will be governed by, and construed in accordance with, the laws Switzerland exclusive of its conflicts of laws provisions and any suit under these Terms shall exclusively be brought in Schaffhausen, Switzerland. The parties expressly exclude the application of the

Uniform Computer Information Transactions Act (UCITA) and the United Nations Convention on Contracts for the International Sale of Goods.

13.7. Non-Solicitation. Reseller will not, without the prior written consent of Virtuozzo solicit, offer work to, employ, or contract with, directly or indirectly, on its own behalf or on behalf of its affiliates, any of Virtuozzo's Personnel or the Personnel of its affiliates during the validity of these Terms or during the twelve (12) months following termination of these Terms. For purposes of this Clause, "Personnel" includes any individual that Virtuozzo employs or has employed as a partner, employee or independent contractor. If Reseller breaches this Section, Reseller will pay Virtuozzo EUR 1,500,000.00 (One million five hundred thousand Euro), payable net thirty (30) calendar days from the date of invoice, as liquidated damages for breach of this Section.

13.8. Amendment. Virtuozzo may modify and/or amend these Terms and any or all documents incorporated by reference including EULA from time to time. Any such amendment or modification will become effective immediately from when it is uploaded to <https://www.virtuozzo.com/legal> and Reseller continued use of Virtuozzo Products and resale of such Products to End Users shall constitute acceptance of such amendment and/or modification.

13.9. Assignment. Any assignment by Reseller of any rights under these Terms without the express written consent of Virtuozzo will be null and void. Reseller's assignment of any rights under these Terms with Virtuozzo's consent will not relieve Reseller from liability to Distributor and Virtuozzo as the primary obligor under these Terms. Virtuozzo may assign its rights and transfer its obligations under these Terms in whole or in part to any of its affiliates, including parent and subsidiary companies without any restrictions. Any attempted assignment or transfer in violation of the foregoing will be void.

13.10. Miscellaneous Provisions. The failure of Virtuozzo to exercise or enforce any right or provision of these Terms does not constitute a waiver of such right or provision. Any waiver of any provision of these Terms will be effective only if in writing and signed by Virtuozzo. The exercise by either party of any remedy under these Terms will be without prejudice to its other remedies under these Terms or otherwise except as otherwise expressly provided herein. The rights and obligations of the parties contained in Confidentiality, Proprietary Rights, Warranty, and Limitations of Liability will survive the termination these Terms. If for any reason a court of competent jurisdiction finds any provision or portion of these Terms to be unenforceable, the remainder of these Terms will continue in full force and effect. These Terms, which incorporates the current and all future updates to the Virtuozzo Privacy Policy and the Virtuozzo General Terms and Conditions, each of which may be updated from time to time (see: <https://www.virtuozzo.com/legal>), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces

all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.

13.11. Entire Agreement. These Terms and its appendices are the complete agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications, and understandings (both written and oral) regarding such subject matter. These Terms may only be modified, or any rights under it waived, by a written document executed by both parties.

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