

# Third Party Software Terms

Updated August 2022

These Third Party Software Terms apply to the Third Party Software identified below that Virtuozzo makes available to You in connection with Virtuozzo Products or Services. Third Party Software includes all non-Virtuozzo branded products and services, including, without limitation, third party data, services, content, software and applications, whether or not such products or services are made available by Virtuozzo on a stand-alone basis as an add-on component or embedded in Virtuozzo Products. These Third Party Software Terms are incorporated by reference into the General Terms and Conditions available at: <https://www.virtuozzo.com/legal/terms-and-conditions/> (the “GTCs”). Any capitalized terms used but not defined in these Third Party Software Terms will have the meanings given to them in the GTCs. Some Third Party Software made available by Virtuozzo is subject to separate terms that may be separately presented to You by Virtuozzo, including when You are making a purchase on Virtuozzo’s website. Such terms are hereby incorporated by reference.

By purchasing, downloading or using any of the Third Party Software, You agree to be bound by the applicable terms for that Third Party Software. If You do not agree to be bound by any of the applicable terms for any Third Party Software, then You must not use that Third Party Software.

Certain Third Party Software resold by Virtuozzo is provided by the following licensors, under such licensors' own end user license agreements. Please see the relevant links below. Before You use any of these offerings, please review the applicable end user license agreement.

1. If You license an Acronis product as Third Party Software, You must agree to the following terms:

Acronis Software is Third Party Software and is subject to certain end user license agreement, which is embedded into Acronis Software (“Acronis EULA”). Customer shall comply with Acronis EULA available at: [www.acronis.com/legal.html](http://www.acronis.com/legal.html) in order to be able to install and use Acronis Software. Customer is also obliged to perform the following requirements and limitations for Acronis Software:

a. Customer understands and acknowledges that Virtuozzo and Acronis may monitor the operation and usage of the Acronis Software through a reporting function in Acronis Software. Customer agrees to facilitate such monitoring by ensuring that the necessary firewall ports are open and to notify Virtuozzo if there are any operational issues that could prevent remote monitoring. Virtuozzo and Acronis have the right to use, and Customer warrants that it has obtained all necessary consents and licenses for such use, any and all data and information related to Customer’s use of Acronis Software for any lawful purpose including without limitation invoicing, statistical analysis, benchmarking and research purposes.

b. Customer acknowledges that Acronis owns all right, title, and interest, including all Intellectual Property in and to Acronis Software and all work products, derivative works, developments,

inventions, technology or materials provided under or otherwise in connection with Acronis Software (including all related components), and Customer hereby assigns all such rights, if any, to Acronis. Acronis expressly reserves all rights not expressly granted to Customer in these Third Party Software Terms.

c. If Acronis Software is a Platform-Enabled Software, Customer shall accept and comply with Platform Terms available at: <http://www.acronis.com/en-us/legal.html>.

d. Customer will not market, sublicense, transfer, sell, or make available to third parties Acronis Software (including Acronis Platform-Enabled Software) other than as expressly permitted under these Third Party Software Terms. Customer will not induce or contribute to any tort or breach of contract by any End User with respect to Acronis, including breach of Acronis EULA. Customer will not (and will not permit others to): (a) incorporate any Acronis Software or any portion thereof into any other work; (b) modify or create derivative works of any Acronis Software in any manner; (c) decompile, disassemble, reverse engineer or otherwise reduce to human perceivable form any portion of any Acronis Software; (d) use any Acronis Software to develop competitive offerings, except as expressly permitted in the Platform Terms with respect to the Platform; (e) engage in any act to disrupt the security, integrity, or operation of any Acronis Software, 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 Acronis Software that would subject the Acronis Software in whole or in part to any term of any “open-source” or other license that requires as a condition of use, modification or distribution of software subject to it that such software, or other software combined and/or distributed with such software, be: (i) disclosed or distributed 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 Acronis Software, or present Acronis Software in a manner that suggests that a party other than Acronis is the originator of Acronis Software. Before Customer exercises any of the foregoing actions that Customer believes it is legally entitled to undertake notwithstanding the prohibitions of this provision, based on mandatory law, Customer will: (i) provide Virtuozzo with forty-five (45) days’ prior written notice or, if applicable law or the relevant court order does not allow for forty-five (45) days’ notice, the maximum amount of notice allowable, and (ii) provide all reasonably requested information to allow Virtuozzo together with Acronis to assess Customer’s claim and, at Virtuozzo’ and Acronis’s discretion, to provide alternatives that reduce any adverse impact on Acronis’s Intellectual Property or other rights.

2. If You purchase a Leostream product as Third-Party Software, You must agree to the following terms:

Leostream Software is Third Party Software and is subject to certain end user license agreement, which is embedded into Leostream Software (“Leostream EULA”). Customer shall comply with Leostream EULA available at: <https://leostream.com/leostream-software-subscription-agreement/> in order to be able to install and use Leostream Software. Customer is also obliged to perform the following requirements and limitations for Leostream Software:

a. Customer understands and acknowledges that Virtuozzo and Leostream may monitor the operation and usage of the Leostream Software through a reporting function in Leostream

Software. Customer agrees to facilitate such monitoring by ensuring that the necessary firewall ports are open and to notify Virtuozzo if there are any operational issues that could prevent remote monitoring. Virtuozzo and Leostream have the right to use, and Customer warrants that it has obtained all necessary consents and licenses for such use, any and all data and information related to Customer's use of Leostream Software for any lawful purpose including without limitation invoicing, statistical analysis, benchmarking and research purposes.

b. Customer acknowledges that Leostream owns all right, title, and interest, including all Intellectual Property in and to Leostream Software and all work products, derivative works, developments, inventions, technology or materials provided under or otherwise in connection with Leostream Software (including all related components), and Customer hereby assigns all such rights, if any, to Leostream. Leostream expressly reserves all rights not expressly granted to Customer in these Third Party Software Terms.

c. Customer shall have the right to resell, distribute and market to third parties Leostream Software as stand-alone or bundled with Virtuozzo products or any other third-party products that Virtuozzo has the right to incorporate in the bundle. Customer will not induce or contribute to any tort or breach of contract by any End User with respect to Leostream, including breach of Leostream EULA. Customer will not (and will not permit others to): (a) incorporate any Leostream Software or any portion thereof into any other work; (b) modify or create derivative works of any Leostream Software in any manner; (c) decompile, disassemble, reverse engineer or otherwise reduce to human perceivable form any portion of any Leostream Software; (d) use any Leostream Software to develop competitive offerings; (e) engage in any act to disrupt the security, integrity, or operation of any Leostream Software, 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 Leostream Software that would subject the Leostream Software in whole or in part to any term of any "open-source" or other license that requires as a condition of use, modification or distribution of software subject to it that such software, or other software combined and/or distributed with such software, be: (i) disclosed or distributed 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 Leostream Software, or present Leostream Software in a manner that suggests that a party other than Leostream is the originator of Leostream Software. Before Customer exercises any of the foregoing actions that Customer believes it is legally entitled to undertake notwithstanding the prohibitions of this provision, based on mandatory law, Customer will: (i) provide Virtuozzo with forty-five (45) days' prior written notice or, if applicable law or the relevant court order does not allow for forty-five (45) days' notice, the maximum amount of notice allowable, and (ii) provide all reasonably requested information to allow Virtuozzo together with Leostream to assess Customer's claim and, at Virtuozzo' and Leostream's discretion, to provide alternatives that reduce any adverse impact on Leostream's Intellectual Property or other rights.

d. Support: First Level of Support related to Leostream Software will be provided to Customer. Leostream will offer the Second Level of Support related to Leostream Software on terms defined by Leostream. Virtuozzo will advise Authorized Users to contact Leostream's technical support available at the following link: <https://support.leostream.com/support/home> , on their own.

3. If You purchase a BitNinja product as Third-Party Software, You must agree to the following terms:

BitNinja Server Protection is Third Party Software and is subject to certain end user license agreement, which is embedded into BitNinja Software (“BitNinja EULA”). Customer shall comply with BitNinja EULA available at: <https://www.bitninja.io/terms-and-condition> in order to be able to install and use BitNinja Software. Customer is also obliged to perform the following requirements and limitations for BitNinja Software:

a. Customer understands and acknowledges that Virtuozzo and BitNinja may monitor the operation and usage of BitNinja through a reporting function in BitNinja Software. Customer agrees to facilitate such monitoring by ensuring that the necessary firewall ports are open and to notify Virtuozzo if there are any operational issues that could prevent remote monitoring. Virtuozzo and BitNinja have the right to use, and Customer warrants that it has obtained all necessary consents and licenses for such use, any and all data and information related to Customer’s use of BitNinja Software for any lawful purpose including without limitation invoicing, statistical analysis, benchmarking and research purposes.

b. Customer acknowledges that BitNinja owns all right, title, and interest, including all Intellectual Property in and to BitNinja Software and all work products, derivative works, developments, inventions, technology or materials provided under or otherwise in connection with BitNinja Software (including all related components), and Customer hereby assigns all such rights, if any, to BitNinja. BitNinja expressly reserves all rights not expressly granted to Customer in these Third Party Software Terms.

c. Customer shall have the right to resell, distribute and market to third parties BitNinja Software as stand-alone product or bundled with Virtuozzo products or any other third-party products that Virtuozzo has the right to incorporate into the bundle. Customer will not induce or contribute to any tort or breach of contract by any End User with respect to BitNinja, including breach of BitNinja EULA. Customer will not (and will not permit others to): (a) incorporate any BitNinja Software or any portion thereof into any other work; (b) modify or create derivative works of any BitNinja Software in any manner; (c) decompile, disassemble, reverse engineer or otherwise reduce to human perceivable form any portion of any BitNinja Software; (d) use any BitNinja Software to develop competitive offerings (e) engage in any act to disrupt the security, integrity, or operation of any BitNinja Software, 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 BitNinja Software that would subject the BitNinja Software in whole or in part to any term of any “open-source” or other license that requires as a condition of use, modification or distribution of software subject to it that such software, or other software combined and/or distributed with such software, be: (i) disclosed or distributed 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 BitNinja Software, or present BitNinja Software in a manner that suggests that a party other than BitNinja is the originator of BitNinja Software. Before Customer exercises any of the foregoing actions that Customer believes it is legally entitled to undertake notwithstanding the prohibitions of this provision, based on mandatory law, Customer will: (i) provide Virtuozzo with forty-five (45) days’

prior written notice or, if applicable law or the relevant court order does not allow for forty-five (45) days' notice, the maximum amount of notice allowable, and (ii) provide all reasonably requested information to allow Virtuozzo together with BitNinja to assess Customer's claim and, at Virtuozzo' and BitNinja's discretion, to provide alternatives that reduce any adverse impact on BitNinja's Intellectual Property or other rights.

d. Support: First Level of Support related to BitNinja Software will be provided to Customer. Virtuozzo may offer the Second Level of Support related to BitNinja Software on terms defined with BitNinja, or advise Authorized Users to contact BitNinja's technical support on their own.

4. If You purchase a LiteSpeed product as Third-Party Software, You must agree to the following terms:

LiteSpeed Web Server Enterprise is Third Party Software and is subject to certain end user license agreement, which is embedded into LiteSpeed Software ("LiteSpeed EULA"). Customer shall comply with LiteSpeed EULA available at: <https://www.litespeedtech.com/docs/webserver/license-enterprise> in order to be able to install and use LiteSpeed Software. Customer is also obliged to perform the following requirements and limitations for LiteSpeed Software:

a. Customer understands and acknowledges that Virtuozzo and LiteSpeed may monitor the operation and usage of the LiteSpeed through a reporting function in LiteSpeed Software. Customer agrees to facilitate such monitoring by ensuring that the necessary firewall ports are open and to notify Virtuozzo if there are any operational issues that could prevent remote monitoring. Virtuozzo and LiteSpeed have the right to use, and Customer warrants that it has obtained all necessary consents and licenses for such use, any and all data and information related to Customer's use of LiteSpeed Software for any lawful purpose including without limitation invoicing, statistical analysis, benchmarking and research purposes.

b. Customer acknowledges that LiteSpeed owns all right, title, and interest, including all Intellectual Property in and to LiteSpeed Software and all work products, derivative works, developments, inventions, technology or materials provided under or otherwise in connection with LiteSpeed Software; (including all related components), and Customer hereby assigns all such rights, if any, to LiteSpeed. LiteSpeed expressly reserves all rights not expressly granted to Customer in these Third Party Software Terms.

c. Customer shall have the right to resell, distribute and market to third parties Litespeed Software as stand-alone product or bundled with Virtuozzo products or any other third party products that Virtuozzo has the right to incorporate into the bundle. Customer will not induce or contribute to any tort or breach of contract by any End User with respect to LiteSpeed, including breach of LiteSpeed EULA. Customer will not (and will not permit others to): (a) incorporate any LiteSpeed Software or any portion thereof into any other work; (b) modify or create derivative works of any LiteSpeed Software in any manner; (c) decompile, disassemble, reverse engineer or otherwise reduce to human perceivable form any portion of any LiteSpeed Software; (d) use any LiteSpeed Software to develop competitive offerings (e) engage in any act to disrupt the security, integrity, or operation of any LiteSpeed Software, 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 LiteSpeed Software that would subject the LiteSpeed Software in whole or in part to any term of any “open-source” or other license that requires as a condition of use, modification or distribution of software subject to it that such software, or other software combined and/or distributed with such software, be: (i) disclosed or distributed 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 LiteSpeed Software, or present LiteSpeed Software in a manner that suggests that a party other than LiteSpeed is the originator of LiteSpeed Software. Before Customer exercises any of the foregoing actions that Customer believes it is legally entitled to undertake notwithstanding the prohibitions of this provision, based on mandatory law, Customer will: (i) provide Virtuozzo with forty-five (45) days’ prior written notice or, if applicable law or the relevant court order does not allow for forty-five (45) days’ notice, the maximum amount of notice allowable, and (ii) provide all reasonably requested information to allow Virtuozzo together with LiteSpeed to assess Customer’s claim and, at Virtuozzo’ and LiteSpeed’s discretion, to provide alternatives that reduce any adverse impact on LiteSpeed’s Intellectual Property or other rights.

d. Support: First Level of Support related to LiteSpeed Software will be provided to Customer. Virtuozzo may offer the Second Level of Support related to LiteSpeed Software on terms defined with LiteSpeed, or advise Authorized Users to contact LiteSpeed’s technical support on their own.

5. If You purchase a Hystax product as Third-Party Software, You must agree to the following terms:

Hystax Software is Third Party Software and is subject to certain end user license agreement, which is embedded into Hystax Software (“Hystax EULA”). Customer shall comply with Hystax EULA available at: <https://hystax.com/terms-of-use/> in order to be able to install and use Hystax Software. Customer is also obliged to perform the following requirements and limitations for Hystax Software:

a. Customer understands and acknowledges that Virtuozzo and Hystax may monitor the operation and usage of the Hystax Software through a reporting function in Hystax Software. Customer agrees to facilitate such monitoring by ensuring that the necessary firewall ports are open and to notify Virtuozzo if there are any operational issues that could prevent remote monitoring.

b. Customer acknowledges that Hystax owns all right, title, and interest, including all Intellectual Property in and to Hystax Software and all work products, derivative works, developments, inventions, technology or materials provided under or otherwise in connection with Hystax Software (including all related components), and Customer hereby assigns all such rights, if any, to Hystax. Hystax expressly reserves all rights not expressly granted to Customer in these Third Party Software Terms.

c. Customer shall have the rights to reproduce, distribute, sublicense, market and resell to third parties Hystax Software as stand-alone product or bundled with Virtuozzo products or any other third party products that Virtuozzo has the right to incorporate into the bundle. Customer will not induce or contribute to any tort or breach of contract by any End User with respect to Hystax,

including breach of Hystax EULA. Customer will not (and will not permit others to): (a) incorporate any Hystax Software or any portion thereof into any other work; (b) modify or create derivative works of any Hystax Software in any manner; (c) decompile, disassemble, reverse engineer or otherwise reduce to human perceivable form any portion of any Hystax Software; (d) use any Hystax Software to develop competitive offerings, except as expressly permitted in the Hystax EULA; (e) engage in any act to disrupt the security, integrity, or operation of any Hystax Software, 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 Hystax Software that would subject the Hystax Software in whole or in part to any term of any “open-source” or other license that requires as a condition of use, modification or distribution of software subject to it that such software, or other software combined and/or distributed with such software, be: (i) disclosed or distributed 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 Hystax Software, or present Hystax Software in a manner that suggests that a party other than Hystax is the originator of Hystax Software. Before Customer exercises any of the foregoing actions that Customer believes it is legally entitled to undertake notwithstanding the prohibitions of this provision, based on mandatory law, Customer will: (i) provide Virtuozzo with forty-five (45) days’ prior written notice or, if applicable law or the relevant court order does not allow for forty-five (45) days’ notice, the maximum amount of notice allowable, and (ii) provide all reasonably requested information to allow Virtuozzo together with Hystax to assess Customer’s claim and, at Virtuozzo’ and Hystax’s discretion, to provide alternatives that reduce any adverse impact on Hystax’s Intellectual Property or other rights.

d. Support: First Level and Second Level of Support related to Hystax Software will be provided to Customer. Hystax shall provide Third Level of Support.

6. If You purchase a TLine Curiosity (Cloud Delivery Platform) product as Third-Party Software, You must agree to the following terms:

TLine Software is Third Party Software and is subject to certain end user license agreement, which is embedded into TLine Software (“TLine EULA”). Customer shall comply with TLine EULA available at: <https://tline.com/terms-of-use/> in order to be able to install and use TLine Software. Customer is also obliged to perform the following requirements and limitations for TLine Software:

a. Customer understands and acknowledges that Virtuozzo and TLine may monitor the operation and usage of the TLine Software through a reporting function in TLine Software. Customer agrees to facilitate such monitoring by ensuring that the necessary firewall ports are open and to notify Virtuozzo if there are any operational issues that could prevent remote monitoring.

b. Customer acknowledges that TLine owns all right, title, and interest, including all Intellectual Property in and to TLine Software and all work products, derivative works, developments, inventions, technology, or materials provided under or otherwise in connection with TLine Software (including all related components), and Customer hereby assigns all such rights, if any, to TLine. TLine expressly reserves all rights not expressly granted to Customer in these Third-Party Software Terms.

c. Customer shall have the rights to distribute, market, sublicense (only limited to produce Virtuozzo products as a service for Virtuozzo and not for their own account or for other parties), and resell to third parties, TLine Software as stand-alone product and to distribute, market and resell Virtuozzo products through TLine Software. Customer will not induce or contribute to any tort or breach of contract by any End User with respect to TLine, including breach of TLine EULA. Customer will not (and will not permit others to): (a) incorporate any TLine Software or any portion thereof into any other work; (b) modify, adapt, alter, translate, or create derivative works of any TLine Software in any manner; (c) decompile, disassemble, reverse engineer or otherwise reduce to human perceivable form any portion of any TLine Software; (d) use any TLine Software to develop competitive offerings, except as expressly permitted in the TLine EULA; (e) engage in any act to disrupt the security, integrity, or operation of any TLine Software, 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 TLine Software that would subject the TLine Software in whole or in part to any term of any “open-source” or other license that requires as a condition of use, modification or distribution of software subject to it that such software, or other software combined and/or distributed with such software, be: (i) disclosed, distributed or otherwise attempt to derive the source code; (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 TLine Software, or present TLine Software in a manner that suggests that a party other than TLine is the originator of TLine Software. Before Customer exercises any of the foregoing actions that Customer believes it is legally entitled to undertake notwithstanding the prohibitions of this provision, based on mandatory law, Customer will: (i) provide Virtuozzo with forty-five (45) days’ prior written notice or, if applicable law or the relevant court order does not allow for forty-five (45) days’ notice, the maximum amount of notice allowable, and (ii) provide all reasonably requested information to allow Virtuozzo together with TLine to assess Customer’s claim and, at Virtuozzo’ and TLine’s discretion, to provide alternatives that reduce any adverse impact on TLine’s Intellectual Property or other rights.

d. Support: First, Second and Third Level of Support for TLine Software shall be provided by TLine.