



Virtuozzo End-User License Agreement

UPDATED OCTOBER 2023

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BY CLICKING "I ACCEPT THIS AGREEMENT" OR OTHERWISE DOWNLOADING, INSTALLING, AND/OR USING THE SOFTWARE OR BY USING THE SERVICES, YOU, AS EITHER AN INDIVIDUAL OR AN ENTITY ("YOU") ACKNOWLEDGE THAT YOU HAVE READ AND ACCEPTED ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND THAT THIS ACTION ESTABLISHES A LEGAL, ENFORCEABLE, AND BINDING AGREEMENT BETWEEN YOU AND VZ HYBRID COMPUTE (UK) LIMITED ("VIRTUOZZO"). IF YOU DO NOT ACCEPT ALL OF THE TERMS OF THIS AGREEMENT, YOU SHALL HAVE NO RIGHT TO USE THE SOFTWARE, YOU MUST IMMEDIATELY CEASE USING THE SOFTWARE AND YOU MUST DELETE OR REMOVE ALL ASSOCIATED SOFTWARE AND ASSOCIATED FILES.

IF AT ANY TIME YOU ARE NOT WILLING TO BE BOUND BY THE TERMS OF THIS AGREEMENT, YOU MUST CLICK THE "I DO NOT ACCEPT" OR SIMILAR BUTTON, TERMINATE THE DOWNLOAD AND/OR INSTALLATION PROCESS, IMMEDIATELY CEASE AND REFRAIN FROM ACCESSING OR USING THE SOFTWARE AND DELETE ANY COPIES YOU MAY HAVE.

THIS AGREEMENT, ALONG WITH ANY ADDITIONAL TERMS OR POLICIES INCORPORATED HEREIN BY REFERENCE, REPRESENTS THE ENTIRE AGREEMENT BETWEEN YOU AND VIRTUOZZO CONCERNING THE SOFTWARE, AND THIS AGREEMENT SUPERSEDES AND REPLACES ANY PRIOR PROPOSAL, REPRESENTATION, OR UNDERSTANDING YOU MAY HAVE HAD WITH VIRTUOZZO RELATING TO THE SOFTWARE, WHETHER ORALLY OR IN WRITING.

1. Grant of license and right to use.

1.1 Grant of license

Subject to the terms and conditions of this Agreement, Virtuozzo grants you with a personal, limited, non-exclusive, non-transferable (except as set forth in Section 12 below), non-assignable, time limited, revocable license to use the Software during the Term (as defined below) in machine-readable, object code form only, and the user manuals accompanying the Software (the “Documentation”), only as authorized in this Agreement and upon payment of all license fees owed for the Software. For purposes of this Agreement, the Software includes any updates, enhancements, modifications, revisions, or additions to the Software made by Virtuozzo and made available to end-users. Notwithstanding the foregoing, Virtuozzo shall be under no obligation to provide any updates, enhancements, modifications, revisions, or additions to the Software.

The Software license may include an expiration date that can result in the termination of the license – so-called subscription based license or lease license, permitting temporary, renewable use, by termination date the license might be renewed or your access to the software will be terminated. 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.

If you obtained a trial or evaluation version of the Software, it will come with a trial activation key that activates the Software for a limited time period (the “Trial Period”). You may use the Software during the Trial Period for internal non-commercial purposes, solely to evaluate the suitability of the Software for your needs. Upon the expiration of the Trial Period you must either purchase an activation key or destroy the Software, Documentation, all backup copies thereof, and all trial activation keys that you have obtained. If you do not purchase an activation key prior to the expiration of the Trial Period, this Agreement, and all your rights and licenses hereunder will terminate at the expiration of the Trial Period.

1.2. Right to use

The Software is to be installed and/or deployed on the specific number of machines or virtual environments for which the Software has been purchased

and paid for. You may use one copy of the Software activated by a license key on a single device owned, leased, or otherwise controlled by you, at a single time (the “Authorized Device”). If you have multiple license keys for the Software, you may install and use as many copies of the Software as you have license keys, in each case, on an Authorized Device and only as authorized herein. For purposes of this Agreement, “use” of the Software means loading the Software into the temporary or permanent memory of an Authorized Device.

The Software which is licensed to you may include various third-party software components or software services, including open source software which is licensed under any form of open source license meeting the Open Source Initiative’s Open Source definition from time to time (“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. Virtuozzo does not provide you with any such third-party software and it is solely your responsibility to obtain all necessary third-party software licenses from respective vendors. Virtuozzo makes no warranty nor provides any support as to the operation of any third-party products (including any open-source software) or the accuracy of any third-party information.

2. Scope of license and restrictions.

2.1 Scope of use

The Software is protected by copyright, and it is licensed to you under this Agreement, not sold to you. This Agreement confers a limited license to the Software only and does not constitute a transfer of title to, or sale of, all or a portion of the Software or the underlying intellectual property. If you are accepting this Agreement on behalf of a company, organization, educational institution, or agency, instrumentality or department of a government as its authorized legal representative, then you represent and warrant that you have the power and authority to bind such entity to these terms, and references to “you” herein refer to both you, the individual end user, and the entity on whose behalf you are accepting this Agreement.

2.2. Restrictions

Your license to use the Software is conditioned on the following license restrictions: (a) you shall have a valid license key for each Authorized Device on which the Software is installed and you shall not use, distribute, or install the Software on a greater number of computers than you have license keys. If you

use or distribute the Software to multiple users, you must ensure that the number of Authorized Devices does not exceed the number of license keys you have obtained; (b) You shall not sublicense, rent, lend, lease, loan, transfer or distribute the Software, Documentation, license keys or any portion, extract, selection, arrangement, adaptation, compilation, or derivative thereof, to any third party; (c) you shall not reverse engineer, decompile, disassemble, or otherwise attempt to discover the object code, source code, or underlying ideas or algorithms of the Software or any license keys you have obtained; (d) you shall not modify, create derivative works, translate, enhance or adapt the Software or any license keys that you have obtained in any way; (e) you shall not use the Software in an application services provider, hosted IT services, or similar capacity for third parties; (f) You shall not make available the Software in any form to any third parties; (g) You shall not publicly disseminate performance information or analysis (including, without limitation, benchmarks) from any source relating to the Software; (h) You shall not decrypt data or extract portions of the Software's files for use in other applications; (i) You shall not remove, obscure or alter Virtuozzo's or any third party's product names, trademarks or patent, copyright, or other proprietary rights notices contained within or accessed in conjunction with or through the Software.

Any such copies of the Software, Documentation, or license keys shall include any copyright or other proprietary notices that were included on such materials when you first received them. Except as authorized in this Section, no copies of the Software, Documentation, or license keys, or any portions thereof, may be made by you or any person under your authority or control.

3.Customer obligations

By accepting the terms and conditions of this Agreement, you agree that you are responsible for: (a) obtaining, deploying, and maintaining all computer hardware, software, modems, routers, and other communications equipment necessary for you and your users to install and use the Software; (b) contracting with third-party internet service providers (ISPs), telecommunications, and other service providers for any required internet or telecommunication services; (c) paying all third-party fees and access charges incurred in connection with the foregoing; (d) providing accurate, current, and complete information as necessary for Virtuozzo to communicate with you from time to time regarding the Software to issue invoices or accept payment, or to contact you for related purposes; (e) keeping your account information current and inform Virtuozzo of any changes in your legal business name, address, email address and phone number; (f) accepting emails from Virtuozzo for all communications made in connection with this Agreement.

Virtuozzo shall not be responsible for supplying any hardware, software, or other equipment to you under this Agreement.

Any use of the Software in violation of any of these restrictions, or any of the

other terms of this Agreement is a breach of this Agreement.

4. Support and Maintenance Services; Updates; Upgrades.

Virtuozzo will not provide any support or maintenance services under this Agreement. You acknowledge that Virtuozzo has no express or implied obligation to announce or make available any updates, enhancements, modifications, revisions, or additions to the Software and that this Agreement does not give you any rights in or to any of the foregoing. Virtuozzo may offer support and/or maintenance services separately. If you have purchased Virtuozzo support and/or maintenance services with the Software, these services are provided to you under the terms and conditions accompanying the applicable service. Any supplemental software code or related materials that Virtuozzo provides to you as part of any support and/or maintenance services are considered part of the Software and are subject to the terms and conditions of this Agreement. If you purchase an upgrade (a new version of the Software) from a perpetual license to a newer version of the perpetual license, then your license keys to the prior perpetual license will continue to operate. However, if you purchase an upgrade from a perpetual license to a term-based license, then the license keys to the perpetual license will terminate upon activation of the term-based license.

5. Intellectual property.

You acknowledge that the Software and the Documentation (including all copies and portions), all improvements, enhancements, modifications and derivative works of the Software or Documentation, are and will remain the sole and exclusive property of Virtuozzo. The Software and Documentation are protected by copyright and other intellectual property laws and international treaties. You further acknowledge and agree that, as between you and Virtuozzo, Virtuozzo and its third-party licensors own and shall continue to own all right, title, and interest in and to the Software and Documentation, including associated intellectual property rights under copyright, trade secret, patent, or trademark laws. Except for the limited, revocable license expressly granted to you herein, this Agreement does not grant you any ownership or other right or interest in or to the Software or the Documentation or any other intellectual property rights of Virtuozzo, whether by implication, estoppel, or otherwise, and you may not exercise any right, title and interest in and to Virtuozzo Software, Documentation or any related Intellectual Property Rights, except for the limited usage rights granted to you in this Agreement. Any and all trademarks or service marks that Virtuozzo uses in connection with the Software or with services rendered by Virtuozzo are marks owned by Virtuozzo. This Agreement does not grant you any right, license, or interest in such marks, and you shall not assert any right, license, or interest in such marks or any words or designs that are confusingly similar to such marks.

You authorize Virtuozzo and Virtuozzo reserves the right, 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 Software, and other 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 13.

6. Confidentiality.

You acknowledge by signing this Agreement that the Software contain trade secrets that are property of Virtuozzo. You shall maintain all information related to the Software in confidentiality and prevent disclosure of the Software and its Documentation 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. You shall permit only authorized users, who possess rightfully obtained license keys, to use the Software or to view the Documentation. It is strictly forbidden to disclose or provide access to the Software, its Documentation or license key to any party for any purpose other than the authorized parties under this Agreement. You agree to cooperate with and assist Virtuozzo in identifying and preventing any unauthorized use, copying, or disclosure of the Software, Documentation, or any portion thereof.

You shall be responsible for any failure to comply with the terms of this Section.

On termination of this Agreement, you must continue to keep the information confidential for an unlimited period of time in accordance with this section.

7. Virtuozzo right to Use Data.

Our use of personal data and our use of cookies are described in full in our [Privacy Policy](#) and [Cookies Policy](#).

You agree that Virtuozzo may collect and use technical data and related information—including but not limited to technical information about your device, system and application software, and peripherals—that is gathered periodically to facilitate the provision of software updates, product support, and other services to you (if any) related to the Software. Virtuozzo may use this information, to operate, provide, improve, and develop our products, services and technologies, to prevent or investigate fraudulent or inappropriate use of our products, services, and technologies, for research and development,

and for the other purposes described in this Agreement (and the [Privacy Policy](#) and the [Cookies Policy](#)) or to you as part of our products and services. Virtuozzo's websites and online services may use "cookies," which enable you to personalize your experience on Virtuozzo's sites and provide information to Virtuozzo such as which websites have been visited and which ads and web searches are effective. If you want to disable cookies, check your browser settings.

8. 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 rights, to the fullest extent authorized by law. Without limiting the generality of the foregoing, Virtuozzo expressly disclaims all warranties of any kind for the Third Party Software, including open source software, and does not warrant that the Package will meet your requirements or that operation of the Package will be uninterrupted, timely, secure, or error free, that defects or errors in the Package will be corrected or that the Package will be compatible with future Virtuozzo products, or that any information or data stored or transmitted through the Package will not be lost, corrupted or destroyed. You assume responsibility for selecting the Package to achieve your intended results, and for the results obtained from your use of the Package. You shall bear the entire risk as to the quality and the performance of the Package.

9. 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 six months preceding the claim. The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

10. 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 10 and 11 shall be applied to the greatest extent enforceable under applicable law.

11. Indemnification

You will, at your own expense, indemnify and hold Virtuozzo, and all officers, directors, and employees thereof, harmless from and against any and all claims, actions, liabilities, losses, damages, judgments, grants, costs, and expenses, including reasonable attorneys' fees (collectively, "Claims"), arising out of any use of the Package (as defined below) by you, any party related to you, or any party acting upon your authorization in a manner that is not expressly authorized by this Agreement. You shall pay all damages, costs, and expenses, including attorney's fees and costs (whether by settlement or award of a final judicial judgement) incurred by the Indemnified parties from any such Claims. In no event shall you settle any claim without Virtuozzo's prior written approval. Virtuozzo may, at its own expense, engage separate counsel to advise Virtuozzo regarding any Claims and to participate in the defense of such Claims, subject to your right to control the defense and settlement.

12. Transfer; Assignment of Rights

You may transfer this Agreement in full in connection with the sale of all or substantially all of the assets related to this Agreement, provided that the assignee assumes all of your obligations hereunder, and the licenses granted hereunder will only extend to use of the Software on the Authorized Device on which the Software was installed immediately prior to the assignment. Virtuozzo may assign this Agreement without limitation. Any assignment in violation of the foregoing shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties and their respective successors and permitted assigns.

13. Term and Termination

This Agreement is effective upon your acceptance of the Agreement, or upon your downloading, installing, accessing, and using the Software, even if you have not expressly accepted this Agreement. This Agreement shall continue in effect until expiration or termination as provided herein (the "Term"). Subscription based or lease licenses terminate upon the expiration of the prepaid term, unless you have paid all applicable fees to extend the term.

Without prejudice to any other rights, this Agreement will terminate automatically without notice to you if you breach or fail to comply with any of the limitations or other requirements described herein, including but not limited to: (a) the payment of any applicable fees; (b) materially breach any other provision of this Agreement and fail to cure within thirty (30) days after receipt of our written notice of the breach; (c) materially breach any provision of this Agreement in a manner that cannot be cured.

Virtuozzo shall have the absolute and unilateral right in its sole discretion to terminate or suspend the Software license provided to you or any other authorized user, if Virtuozzo suspects that both, you and the authorized user, are using the Software in a manner not reasonable intended by Virtuozzo or in violation of law or this Agreement. You agree that in any such case Virtuozzo may, in addition to any other remedies it may have at law or in equity, remotely disable the Software.

Upon any termination or expiration of the Agreement for any reason, you agree to uninstall the Software and either return to Virtuozzo the Software, Documentation, all copies thereof, and all license keys that you have obtained, or to destroy all such materials and provide written verification of such destruction to Virtuozzo. For the avoidance of doubt, you are not entitled to any refund or prepaid, unused fees on termination of this Agreement for any reasons.

14. General terms

14.1 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.

14.2 Governing Law and Choice of Forum. This Agreement shall be governed by and interpreted in accordance with the laws of England and Wales. Any claim or dispute arising in connection with this Agreement shall be subject to the exclusive jurisdiction of the English courts. 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. The United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

14.3 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.

14.4 Survival. Articles 14.3, 14.6, 14.8, and 14.9 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.

14.5. 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.

14.6 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.

14.7 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 stop using the Software immediately.

14.8 Compliance with Laws. You shall ensure that your use of the Packages complies in all respects with all applicable laws, statutes, regulations, ordinances or other rules promulgated by governing authorities that the Parties or the Packages are subject to, including, without limitation, by means of compliance with Sanction Compliance Terms, which are available at: <https://www.virtuozzo.com/legal/sanction-compliance-terms/>, and may be amended, supplemented, or modified by Virtuozzo from time to time, or by means of obtaining any permits, licenses and/or approvals required with respect to export regulations promulgated by the Bureau of Export Administration or any other agency or department of the federal government of the United States of America, United Kingdom or Japan, or any other competent authority. Customer acknowledges that Virtuozzo makes no representation or warranty that the Products may be exported without Customer first affirming appropriate licenses or permits under applicable law, or that any such license or permit has been, shall be or can be obtained. Customer herewith represents and warrants that Customer and its Authorized Users are not subject to any limitations of sanctions regulations (UK, US, EU and any other applicable regulations).

14.9 U.S. Government End-Users. The Virtuozzo Software includes commercial technical data and/or computer licensed databases and/or commercial computer software and/or commercial computer software documentation, as such terms are used in 48 C.F.R. 12.212, that were developed exclusively at private expense by Virtuozzo and/or its licensors. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 all U.S. Government end users acquire the Virtuozzo Software with only those rights set forth herein.

14.10 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.

14.11 Trademark Notice. The Virtuozzo logo, Virtuozzo, OpenVZ, CRIU and other trademarks, which might be listed at <https://www.virtuozzo.com/legal/> 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.

Contact Information. You may contact Virtuozzo for more information about the Software, other Virtuozzo products and services at VZ Hybrid Compute (UK) Limited, c/o Fieldfisher, Riverbank House, 2 Swan Lane, London, EC4R 3TT, United Kingdom, or by visiting our website: <https://www.virtuozzo.com>.

Previous versions are available here:

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