

Virtuozzo Support Terms and Conditions

Except as expressly set out below or as otherwise mutually agreed by the Parties hereto in writing, these Virtuozzo Support Terms and Conditions (“**Support Terms and Conditions**”) for Customers together with the terms and conditions in the applicable End User License Agreement and/or Virtuozzo General Terms and Conditions (collectively, the “**Terms and Conditions**”) set out the terms and conditions pursuant to which Virtuozzo will provide support services to Customers (“**Customer**”, “**You**” or “**Your**”) in relation to Virtuozzo Products . By submitting a Sales Order to Virtuozzo, Customer agrees to be bound by these Terms and Conditions. Unless otherwise agreed in writing by Virtuozzo, no other terms and conditions endorsed upon, delivered with, or contained in a Customer’s Sales Order, or in any other similar document, will amend, or vary the provisions of these Terms and Conditions.

About this document

The document outlines support terms and conditions, scope of support, services excluded of support scope, limitations, options for support for Virtuozzo Products, warranty, liability and termination of Support Terms and Conditions. Capitalized terms used in these Support Terms and Conditions, which are not otherwise defined herein shall have the meaning set forth in General Terms and Conditions available at: <https://www.virtuozzo.com/legal/terms-and-conditions/> and End User License Agreement available at: <https://www.virtuozzo.com/legal/eula/> .

Scope of Support

During the term of Your license to Virtuozzo Software concluded by an agreement entered into by and between You and Virtuozzo (“**Agreement**”), Virtuozzo will provide the following basic support services: expert level guidance and troubleshooting to You in connection with questions and issues arising from the installation, configuration, and use of Virtuozzo Software, bug fixes and issue resolution (together with other basic support services described herein below – “Basic Support”). Virtuozzo provides extended lifecycle support only for the versions of the Virtuozzo Products as might be specified by Virtuozzo for each relevant Product Lifecycle document or as specified in signed Agreement . The terms and conditions of the extended lifecycle support for Virtuozzo Products are available at the following link: <https://www.virtuozzo.com/legal/extended-lifecycle-support/> Updates and upgrades to supported versions of Virtuozzo Products will be announced in advance through notifications sent by email /or as posted on the Virtuozzo website.

Supported Platforms

Virtuozzo supports use of Virtuozzo Products only on the platforms (hardware and operating systems) specified in the release documentation for each Virtuozzo Product. Virtuozzo will maintain a list of these platform requirements, for each Virtuozzo Product, on the Virtuozzo Products documentation available at the links below:

| | |
|--|---|
| Infrastructure Platform (Virtuozzo) | https://docs.virtuozzo.com/virtuozzo_product_lifecycle_policy/index.html please refer to the installation guide of respective versions of the Virtuozzo Infrastructure Platform Installation – Virtuozzo Hybrid Infrastructure (version 5.1 as example) Virtuozzo Hybrid Server 7 Installation Guide Virtuozzo Hybrid Server 7 Installation Guide |
| Platform as a Service (Jelastic) | https://www.virtuozzo.com/application-platform-docs/software-stacks-versions/ Hardware Requirements Virtuozzo Ops Docs |
| Cloud Platform (OnApp) | https://docs.onapp.com/gsg/latest/software-specifications https://docs.onapp.com/gsg/latest/hardware-specifications |

Third Party Software

Virtuozzo does not provide support for any Third Party Software, except for the cases clearly described at Virtuozzo web-site or in Virtuozzo Software release documentation. For Third Party Software, which is integrated with Virtuozzo Software, as new releases of the Third Party Software or the Virtuozzo Software may become available, Virtuozzo may support respective new releases of Third Party Software from time to time at Virtuozzo's discretion. When a new version of Virtuozzo Products becomes supported by Virtuozzo, Virtuozzo will announce such coverage in the release documentation for the Virtuozzo Products or provide specific terms of support on its website.

Out of Support services scope

The following support activities are excluded from Virtuozzo support services and obligations:

- Alpha and Beta releases
- Products reached End of Support/End of Life
- Virtuozzo Software that is used on or in conjunction with hardware or software other than that specified in the applicable documentation or not fulfilling installation and operations requirements as provided by Virtuozzo
- Modified Virtuozzo Software, unless altered or modified by Virtuozzo or as defined in the product documentation or knowledge base
- Customer developed code and scripts used in conjunction with Virtuozzo software
- Evaluation software or other software provided at no charge and any Virtuozzo Software sold separately by Virtuozzo, including, without limitation, consulting code, unless generally made available to Virtuozzo's subscription customers at no additional charge unless supported through a separate agreement or addendum
- Undocumented usage (unsupported commands, configurations)
- Datacenter infrastructure and hardware platforms used for deployment and operation of Virtuozzo Software including compute resource and Control Panel server hardware support
- Third-party software platforms, e.g. VMware vSphere installation and configuration.
- Third-party applications including integration (unless officially supported)
- Administration activities (system/server/network/storage equipment configuration, etc.)
- Routine product maintenance (data backup, cleaning disk space, configuring log rotation, etc.)
- Virus infections
- Spam protection
- Nested virtualization (running Virtuozzo hypervisor platforms in virtual machines)

Products lifecycle

All Virtuozzo Products have their own lifecycle which represents time intervals during which Virtuozzo Products are supported for maintenance and patch release. Please, see relevant web page for additional information at the below links:

| Infrastructure Platform (Virtuozzo) | Application Platform (Jelastic) | Cloud Platform (OnApp) |
|---|---|---|
| https://docs.virtuozzo.com/virtuozzo_product_lifecycle_policy/index.html | https://www.virtuozzo.com/application-platform-docs/software-stacks-versions/ | https://docs.onapp.com/misc/eol-policy |

Supported Languages

Virtuozzo provides support services only in English.

Basic Support

Basic Support is a standard technical support service provided by Virtuozzo to advise and assist Customers with issues encountered on their installations of Virtuozzo Products only.

Basic Support provides Customers with access to an issue tracking platform through web interface and specific additional channels as outlined in this document through which such issues can be recorded.

It is provided on 24/7 basis subject to a valid Agreement with Virtuozzo and provided only in relation to Virtuozzo Products described in such Agreement, according to the SLA set forth herein below.

The prerequisites of providing Basic Support are specified in the section Scope of Support herein above.

Premium Support

In addition to the standard support described in this document which is general 24x7 support provided to all Customers with valid Virtuozzo Product license unless other conditions are specified in the Agreement*, Virtuozzo provides Premium support subject to a separate agreement. Premium support can be requested through following channels available at the following link:

| | |
|-------------------------------------|---|
| Infrastructure Platform (Virtuozzo) | https://www.virtuozzo.com/premium-support/inquiry/ |
| Platform as a Service (Jelastic) | |
| Cloud Platform (OnApp) | |

***Note: for Platform as a Service Virtuozzo Products support provided only to verified users/production systems.**

Premium support includes the following benefits:

- All services from Basic Support
- Improved SLA values for ticket processing as outlined in the SLA section of this document
- Designated technical account manager (hereinafter referred as TAM)
-
- Dedicated Live communication channel with TAM on all types of technical questions
- Dedicated escalation channel through TAM
- TAM availability:
 - Premium support business 5 hours per week during regional business hours
 - Premium support enterprise: 10 hours per week during regional business hours
- Custom Premium Support plans (e.g. 24/7 TAM or additional Premium Support Services) can be implemented subject to separate agreements

Business hours

Virtuozzo provides support services 24 hours a day, 7 days a week regardless of your support plan.

TAMs are available 10x5 hrs. during regional business hours unless 24/7 schemes have been aligned subject to a separate agreement.

Severity levels definitions

Severity level indicates the relative impact of an issue on Customer's system or business processes. Virtuozzo support uses the following severity level definitions to classify all support requests:

| Severity level | Definition |
|---------------------|--|
| Severity 1 (Urgent) | Critical Business Impact <ul style="list-style-type: none">• A production hardware server is down or does not boot (excluding hardware issues). |

| | |
|---------------------|--|
| | <ul style="list-style-type: none"> • Virtuozzo Software does not start, hangs or crashes on a production server. • Data unavailability on production Virtuozzo Storage cluster (Infrastructure platform). • A virtual environment (container or virtual machine) with business-critical service does not start or is unavailable. A business-critical service does not work after backup restoration or after migration. • Customer’s production use of Virtuozzo Application Platform (VAP) product on a primary production server is stopped or severely impacted that the Customer or his commercial end users cannot reasonably continue work. <p>Note #1: The issue affects a significant number of end-users. No workaround or immediate solution is available. Once a workaround is made available, the issue becomes Severity 3 (Normal).</p> <p>Note #2: For Severity 1 and 2 cases it is required to specify a contact phone number on the web form and make sure you can answer it right away in order to work on the issue on an ongoing basis. If you are unreachable over the phone, Severity can be reduced to 3 (Normal) by the decision of a Support team leader or account manager.</p> |
| Severity 2 (High) | <p>Significant Business Impact</p> <ul style="list-style-type: none"> • An entire component does not work and/or Customer is unable to use it as described in the documentation. The issue affects a significant number of end-users and/or virtual environments. • Significant performance degradation of a crucial service that causes high impact on business operations for a significant number of end-users. Once workaround is available and situation is stabilized the issue becomes Severity 3 (Normal). • A new installation does not function, the system does not boot, hangs or crashes, and it blocks further deployment/provisioning of virtual environments. • A production system has a major issue after installation of software updates (e.g., new virtual machines are not created) and the issue remains after updates are removed. • Assistance with recovering system after hardware failure. • A problem is affecting production high availability cluster/Virtuozzo Storage and is causing service disruption. Excluding the problems falling outside the Scope of technical support. <p>Note #1: The issue should be reproducible at the moment of ticket creation, so investigation can be performed right after the issue is reported.</p> |
| Severity 3 (Normal) | <p>Nominal Business Impact</p> <ul style="list-style-type: none"> • A stable solution or workaround is provided for a higher severity incident and Support Team continues to investigate for the root cause. • A Customer is able to use the Software; however, there is a non-critical loss of functionality. • Functionality of some components is impaired but allows the users to continue using the Software. • Software updates cannot be installed, or some minor functionality fails after update. • An issue affects a limited number of the end-users (e.g., Power Panel does not work for a few environments; migration a specific virtual machine does not work). • An issue is reported for the lab/staging/development environment and does not impact the delivery of service for end customers. |

| | |
|------------------|--|
| | <ul style="list-style-type: none"> An issue is not stably reproducible, or the issue is intermittent. Integration with other products does not function properly. <p>Note #1: The issue should be reproducible at the moment of ticket creation, so investigation can be performed right after the issue is reported.</p> |
| Severity 4 (Low) | <p>Minimal Business Impact</p> <ul style="list-style-type: none"> A minor cosmetic issues or general software/functionality usage questions. Enhancement requests or recommendations for the future product improvement. Clarification on product documentation or release notes. Missing or erroneous documentation reports. |

Service level agreement (SLA)

Virtuozzo support guarantees time of response by the assigned technical support engineer according to support service type.

Basic Support

| Severity | Time to first response |
|----------|------------------------|
| P1 | 2 hours |
| P2 | 6 hours |
| P3 | 12 hours |
| P4 | 24 hours |

Premium Support Business

| Severity | Time to first response |
|----------|------------------------|
| P1 | 1 hour |
| P2 | 2 hours |
| P3 | 6 hours |
| P4 | 12 hours |

Premium Support Enterprise

| Severity | Time to first response |
|----------|------------------------|
| P1 | 30 minutes |
| P2 | 2 hours |
| P3 | 4 hours |
| P4 | 12 hours |

Contacting technical support

The entry point for contacting Virtuozzo support can be accessed through the following link: <https://www.virtuozzo.com/all-supported-products/>

Please identify which Virtuozzo Product line the incident You require support for is associated with and follow the instructions outlined on the portal and below.

Support and self-service portal

The support and self-service portal are a web-based applications which allow You to:

- Submit, check, and update your support requests
- See the ticket history raised by You or Your team

- Access related documentation and search through published knowledge base articles

Customers with active Virtuozzo subscription, license, and validated account, can sign up for the self-service portal.

At present, there are three Virtuozzo Product lines. Each of a Virtuozzo Product line maintains its own self-service portal. Use instructions below in accordance with Virtuozzo Product line of your interest:

| | Infrastructure Platform (Virtuozzo) | Application Platform (Jelastic) | Cloud Platform (OnApp) |
|---------------------|---|--|---|
| Address | https://help.virtuozzo.com/ | Access to VAP self-service portal provided in terms of the Onboarding process by Virtuozzo Onboarding managers. https://jelastic.zendesk.com/hc/en-us/requests/new | https://help.onapp.com/ |
| Instructions | To access the portal, click on the Login button in the top right corner and log in with Your credentials. For initial registration, click on Sign up and fill in the form. Please use Your company e-mail when registering. Your request will be sent for verification, which could take up to 24 hours. After Your account is verified, You will receive a notification with a request to reset Your password. Right after You change Your password, You can start using self-service portal. If You do not receive an e-mail with a password reset link, please contact Your Virtuozzo account manager or sales representative for clarification. | https://www.virtuozzo.com/application-platform-ops-docs/private-support-system/ The access to the Zendesk dashboard and related documentation will be provided to You during Onboarding process. For more information your Virtuozzo account manager or sales representative | To access the portal, click on the Sign in button in the top right corner, then fill in the form with Your email address and password to access Your account. New accounts may need to be confirmed via email first – for that, click the corresponding link on the Sign in page and provide the email address for the account that needs to be confirmed. You will then receive an email with the confirmation link, after following it, You will be able to use self-service portal. If you do not receive an e-mail with the confirmation link, please contact Your Virtuozzo account manager or sales representative for clarification. |

Alternative contact channels

Additionally, Virtuozzo offers alternative ways to contact Virtuozzo support for specific product lines.

Telephone support (Virtuozzo Infrastructure Platform/ Virtuozzo and Virtuozzo Cloud Platform/OnApp)

Calling us can be useful if You need to check the status of a ticket, or escalate it, or if You need to a quick answer to a question.

However, we recommend that You raise a support ticket first via the self-service portal: due to the complex nature of the Virtuozzo Product, actual technical troubleshooting requires access to the installation/remote session/log files, and You can provide these when You send a support request online.

You can find up-to-date information on phone numbers here: [All Supported Products | Virtuozzo](#)

[Ticket entry via Webform \(Virtuozzo Infrastructure Platform/ Virtuozzo\)](#)

<https://www.virtuozzo.com/submit-support-request/>

Fill in all required field at the web form and run through form wizard.

Note: To submit case through web form You will be requested to provide support code. Support code is included in Your Agreement, and You should also have received it via email. You need to contact Your Sales representative if You have any questions regarding Your support code or license.

You can also send support requests via the webform here.

For the Infrastructure Platform (Virtuozzo) Virtuozzo offer ticket creation via the following webform:<https://www.virtuozzo.com/submit-support-request/>

[Ticket investigation and resolution](#)

Once You submit Your request to Virtuozzo technical support via one of the channels described above, Virtuozzo technical support engineers are notified immediately and will start working on it. You will receive an initial reply by the assigned support engineer according to the defined SLAs.

Ticket resolution time may depend on following factors:

- Quality of description and details provided by Customer
- Remote access possibility (if remote access is not possible such issues can take longer time to fetch all details required for troubleshooting.
- Technical complexity of the issue (e.g., require research and development department attention)

While a submitted ticket remains active (not resolved) You will keep receiving status updates and technical information in the ticket resolution process. Virtuozzo support engineers may also request additional information or access to additional components to progress with troubleshooting. Customer shall provide the requested information in a timely manner to enable timely resolution of the incident.

Once the issue is resolved, You will be notified by an engineer and Your ticket will be set to “resolved” status. It will remain in this status for another 5 days at minimum. During this time, You can reply back to the ticket if You consider that the issue was not fully resolved, or You have additional questions. After that time, the case will be permanently switched to closed status and will remain in read only status. If You will want to continue investigation on same issue after 5 days, open a new case and reference original ticket number or use case follow-up functionality.

If You consider that the case is not being processed rapidly enough or You are not satisfied with the quality of service, You may ask Virtuozzo Support representative for a callback from Virtuozzo Support manager.

In the event of no response by You for more than 5 days, Virtuozzo support will set the case to resolved. If the issue continues to exist, You may open a new ticket and reference the original ticket number.

Virtuozzo support ticket can be set to “resolved” status in following cases:

- Permanent solution is provided.
- Guidance on how to resolve the problem is provided.
- Workaround/patch provided.
- Software with a fix for a problem is provided.
- Non-critical product improvement/bug identified, and issue/bug ID provided.
- Issue is out of support scope.
- Investigation is blocked due to problem cannot be reproduced.
- No response from the requestor for more than 5 days.

Feature requests

Virtuozzo highly values any kind of feedback provided by our Customers. If you have any ideas or business scenarios for specific Virtuozzo Product functionality or improvements, You may share them with us. Our Virtuozzo Product management team regularly reviews feature requests for implementation in future releases and may in some cases contact You to discuss the request in further detail. The feature request submission does not guarantee its implementation.

You can issue feature request through following channels depending on the Virtuozzo Product line. You shall include a full description of the feature You would like to see, along with an in-depth explanation of exactly what behavior You would like to see from the feature.

| Infrastructure Platform (Virtuozzo) | Application Platform (Jelastic) | Cloud Platform (OnApp) |
|--|--|---|
| Submit via support ticket | Write an email to: ideas@virtuozzo.com | create it through following service: https://onapp.upvoty.com/b/features-requests-from-onapp-customers |

Customer Satisfaction Survey

Customer satisfaction survey forms are being provided via email after the resolution of an incident. Customer can make use of this feedback channel for continuous improvement of Virtuozzo support.

You may be contacted by Virtuozzo support management for a follow up and can also request such in the comments field.

Customer Responsibilities

- (a) Customer agrees to receive communications from Virtuozzo via email, telephone, and other formats, regarding Support Services.
- (b) Customer's technical contact must cooperate with Virtuozzo to enable Virtuozzo to deliver the services.
- (c) As between Virtuozzo and Customer, Customer is solely responsible for use of the Software by its personnel and must properly train its personnel in the use of the Software.
- (d) Customer must promptly report to Virtuozzo all problems with the Software, and must implement all corrective procedures provided by Virtuozzo reasonably promptly after receipt of the corrective procedures.
- (e) Before contacting Virtuozzo for technical support, Customer must protect and back up the data and information stored on the systems on which the Software is used, and must confirm that the data and information is protected and backed up in accordance with any applicable Customer or regulatory requirements. Virtuozzo is not responsible for lost data or information in the event of errors or other malfunction of the Software or the systems on which the Software is used.
- (f) Customer must have dedicated resources available to work 24x7 on Severity One errors.

Warranty, Limitation of liability and Termination

Limited warranty. Except as otherwise expressly warranted in these Support Terms and Conditions, the Virtuozzo Products and any other materials, software, data and/or services provided by Virtuozzo in accordance with these Support Terms and Conditions are provided "AS IS" and Virtuozzo expressly disclaims all other warranties of any kind or nature, whether express, implied or statutory, including, but not limited to, any warranties of operability, condition, title, non-infringement, accuracy of data or quality, as well as any warranties of merchantability, system integration, workmanship, suitability, fitness for a particular purpose, or the absence of any defects therein. No warranty is made by Virtuozzo on the basis of trade usage, course of dealing or course of trade. Virtuozzo does not warrant that the Virtuozzo Products or any other materials, Virtuozzo Software, data and/or services provided under these Support Terms and Conditions shall meet Customer's requirements or the requirements of Authorised Users or that the operation thereof shall be uninterrupted or error-free, or that errors shall be corrected. Virtuozzo does not provide any warranties in relation to the Third Party Software. Any warranties are provided by the Licensor to Customer as set forth in the applicable EULA.

Limitation of liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, VIRTUOZZO WILL NOT BE LIABLE FOR ANY LOST PROFITS OR BUSINESS OPPORTUNITIES, LOSS OF USE, LOSS OF REVENUE, LOSS OF GOODWILL, BUSINESS INTERRUPTION, LOSS OF DATA, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED UPON

CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, ARISING FROM ITS PERFORMANCE OR NON-PERFORMANCE UNDER THESE TERMS AND CONDITIONS.. VIRTUOZZO'S LIABILITY UNDER THESE TERMS AND CONDITIONS TERMS WILL NOT, IN ANY EVENT, EXCEED THE SERVICES FEES PAID BY CUSTOMER TO VIRTUOZZO FOR SERVICES DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE EVENT MOST DIRECTLY GIVING RISE TO THE CLAIM.

Essential Basis. The disclaimers, exclusions and limitations of liability set forth in these Support Terms and Conditions form an essential basis of the bargain between the Parties, and, absent any of such disclaimers, exclusions or limitations of liability, the provisions of these Support Terms and Conditions and Sales Order(s), including, without limitation, the economic terms, would be substantially different.

Termination. Virtuozzo may terminate all support services at any time if (a) Customer is in breach of its EULA or Virtuozzo General Terms and Conditions or (b) Customer is in material breach of these Terms and Conditions. These Support Terms and Conditions are an integral part of Virtuozzo General Terms and Conditions. In the event of a conflict between these Support Terms and Conditions and Virtuozzo General Terms and Conditions, the Support Terms and Conditions shall apply, but only to the extent of such conflict.