

# ReadySpace Proxmox Backup Server Subscription Agreement

This Subscription Agreement (the "Agreement") is made between ReadySpace, a service provider of IT solutions ("ReadySpace"), and the subscriber ("Client"). This Agreement outlines the terms and conditions governing the Client's use of ReadySpace Proxmox Backup Server subscription services. By subscribing, the Client agrees to be bound by this Agreement.

## **1. Scope of Coverage**

### 1.1 Benefits

1.1.1 Access to the Proxmox Enterprise Repository: Clients receive access to the stable ReadySpace Enterprise Repository for regular updates and feature enhancements.

1.1.2 Technical Support: ReadySpace provides support, including installation guidance, configuration assistance, diagnostic support, and bug reporting. Installation services do not include on-site or remote installation performed by ReadySpace.

1.1.3 Remote Support: Real-time troubleshooting assistance is available via SSH.

### 1.2 Exclusions

1.2.1 Support for modified packages or third-party software is not included.

1.2.2 Services like system/network design, backup and recovery strategies, and data recovery are not provided.

1.2.3 Experimental features, hardware compatibility issues, and user-made modifications fall outside the scope of support.

### 1.3 Applicability

1.3.1 A subscription is required for each physical server or virtual instance. Each subscription key is tied to the server's unique "Server ID."

## **2. Subscription Terms**

### 2.1 Subscription Period

Subscriptions are valid for 12 months from the date of activation. Multi-year subscriptions are available upon request.

### 2.2 Renewals and Cancellations

2.2.1 Subscriptions automatically renew annually unless canceled at least 30 days before the renewal date.

2.2.2 Refunds are not available for activated subscriptions or paid services.

### 2.3 License Agreement

All software is licensed under the GNU Affero General Public License version 3 (AGPLv3).

### 2.4 Server Changes

Subscription keys may be reissued up to three times per year at no additional cost for hardware replacements. Additional reissues may incur a fee.

### 2.5 Offline Activation

2.5.1 Offline activation keys are available for non-internet-accessible systems.

2.5.2 Clients must generate an offline activation request, submit it to ReadySpace support, and apply the provided activation key.

2.5.3 Additional fees may apply for offline activation services.

### 2.6 Downgrades

Clients cannot downgrade subscription tiers during the active term but may select a lower tier upon renewal.

## **3. Support and Service Conditions**

### 3.1 Support Tickets

Unlimited support tickets are included in all subscription tiers.

## 3.2 Critical Support Requests

3.2.1 Critical issues severely impacting production environments, such as data loss or halted operations, are treated with the highest priority.

## 3.3 Business Hours

3.3.1 Standard support hours are Monday to Friday, 9:00 AM to 6:00 PM (GMT +0800), excluding public holidays.

3.3.2 24x7 support is available for Essentials and Enhanced subscriptions.

## 3.4 Response Priorities

ReadySpace may reclassify ticket priorities based on urgency and impact to ensure critical issues are addressed promptly.

## 4. Payment Terms

4.1 Payments must be made in full at the start of the subscription term. By subscribing, the Client agrees to all terms outlined in this Agreement.

## 5. Legal and Compliance

### 5.1 Use of Services

Unauthorized redistribution or use of services constitutes a material breach of this Agreement.

### 5.2 Redistribution Restrictions

Redistribution of software packages is prohibited unless explicitly allowed by the GNU AGPLv3 license.

### 5.3 Governing License

Software is governed by the GNU AGPLv3 license, granting rights to use, modify, and distribute per the license terms.

### 5.4 Governing Law

This Agreement is governed by the laws of Singapore.

## **6. Additional Terms**

### 6.1 Multi-Year Subscriptions

Multi-year payments protect Clients from annual price increases.

### 6.2 Pre-Sales Support

Clients may direct inquiries to the ReadySpace support portal.

### 6.3 Technical Previews

Features labeled as "technical preview" are not supported in production environments.

## **Acceptance**

By subscribing to the ReadySpace Proxmox Backup Server service, the Client acknowledges and accepts the terms of this Agreement.