

General Terms and Conditions for Services, Support, and Software Use

Article 1: Scope and Applicability

1.1 Parties

This Agreement is a legally binding contract between Proxmox Server Solutions GmbH, a company duly incorporated under the laws of Austria, with its principal place of business at Bräuhausgasse 37 1050 Vienna Austria, hereinafter referred to as "Proxmox," and the individual or entity agreeing to these terms, hereinafter referred to as the "Client."

1.2 Scope

These Terms and Conditions govern all offers, orders, purchases, and use of software, services, and support provided by Proxmox to the Client, whether directly or through authorized partners.

1.3 Acceptance

The Client is deemed to have accepted these Terms and Conditions upon the earlier of: (a) successful completion of the registration process for a Proxmox Account; (b) express acceptance of these terms in writing or electronically; or (c) the use or access of any paid Services, Support, or specific software entitlements provided by Proxmox. These terms shall take effect immediately upon such acceptance.

1.4 Relationship with other terms

These Terms and Conditions constitute the entire agreement between the Parties concerning the subject matter herein. Any terms and conditions proposed or imposed by the Client, in any purchase order, document, or communication, that are in addition to or conflict with these Terms and Conditions are hereby rejected and shall be null and void, unless expressly agreed upon otherwise in a separate written agreement signed by authorized representatives of both Parties.

1.5 Offers

All offers made by Proxmox are non-binding and subject to change without prior notice unless otherwise explicitly stated in the offer.

1.6 Partners

Proxmox may enter into agreements with third parties ("Partners") for the promotion, marketing, and support of its Software and Services. While Proxmox is responsible for delivering the Software and Services to the Client in accordance with this Agreement when purchased through a Partner, Proxmox shall not be liable for: (a) any acts, omissions, or representations of Partners; (b) any additional obligations undertaken by Partners towards the Client; or (c) any products or services provided by Partners to the Client under separate agreements between the Client and the Partner.

Article 2: Pricing and Usage Reporting

2.1 Prices and Fees

All prices for Services, Support, and specific software entitlements provided by Proxmox are as quoted in the applicable order form, invoice, or as published on the Proxmox website or by authorized Partners at the time of order. Unless otherwise explicitly stated, all prices are net and do not include applicable taxes, duties, levies, or other governmental charges (collectively, "Taxes"). The Client is responsible for payment of all such Taxes. Any additional costs, such as those for specific data carriers (if applicable and agreed upon) or contract fees, shall be billed separately to the Client. For services priced based on time and effort (e.g., consulting, training beyond standard offerings), charges will be based on the rates in effect at the time the services are performed. If the actual time required deviates from initial estimates due to factors outside of Proxmox's responsibility (including incomplete or inaccurate information from the Client), the Client shall be charged based on the actual time spent.

2.2 Usage Reporting (Applicable to Usage-Based Services)

If the Client's purchased Services or Support are provided or priced based on a specific usage metric (e.g., per server, per unit, per user), the Client agrees to accurately monitor its actual usage of the Services or Support relative to that metric.

The Client shall promptly notify Proxmox (or the Partner from whom the Client purchased) if its actual usage exceeds the quantity or scope for which the Client has paid the applicable fees. Such notice shall include the number of additional units used (e.g., servers) and the date(s) when the increased usage commenced. Upon receiving such notice, Proxmox (or the Partner) will invoice the Client for the applicable fees for the additional usage, and the Client agrees to pay such invoice in accordance with the payment terms specified in Article 3.

Article 3: Order Placement and Payment

3.1 Order Process and Contract Formation

An order placed by the Client through any Proxmox-related channel (e.g., online store, email) constitutes an offer to Proxmox to enter into an agreement for the delivery of the ordered Services, Support, or entitlements at the listed price. Upon receipt of the order, the Client will receive an email confirmation acknowledging the order; however, this confirmation does not constitute acceptance of the offer. Acceptance is deemed to occur only upon the actual provision of the ordered Services, Support, or entitlements. The Client agrees to receive invoices electronically.

3.2 Invoicing and Payment Terms

For orders consisting of multiple deliverables or services, Proxmox reserves the right to issue invoices at its sole discretion, including but not limited to invoicing upon partial or complete delivery of the order or provision of services. All payments shall be made in the currency and within the timeframe specified in the invoice. Unless a specific term is stated, payment is due no later than fourteen (14) days from the invoice date. The Client is responsible for ensuring timely payment in full, free of any deductions, set-offs, or bank fees, unless otherwise agreed in writing or legally established by a court. Payments must be made through the approved methods specified by Proxmox.

3.3 Recurring Fees and Automatic Renewal

For services or subscriptions subject to recurring fees, the Client agrees to automatic renewal and billing at the applicable rate unless canceled in accordance with the agreed termination provisions. Proxmox reserves the right to adjust recurring fees without prior notice.

3.4 Consequences of Late Payment

In the event of late payment, Proxmox may charge interest on overdue amounts at the maximum rate permitted by applicable law from the due date until the date of full payment. Proxmox reserves the right to suspend or terminate any ongoing Services, Support, or deliveries until all outstanding payments are received in full. The Client shall be liable for any costs incurred by Proxmox in connection with the collection of overdue payments, including reasonable legal fees.

3.5 Invoice Disputes

Any disputes regarding an invoice must be raised by the Client in writing within fourteen (14) days from the invoice date. Undisputed portions of the invoice remain payable by the original due date. Failure to dispute an invoice within the designated timeframe constitutes acceptance of the invoice.

3.6 Non-Payment and Termination

If payment is not received within the agreed timeframe, Proxmox may, at its discretion, suspend performance of contractual obligations or terminate the agreement in accordance with Article 5 detailing termination rights. The Client remains liable for any outstanding payments incurred prior to such suspension or termination.

3.7 No Waiver of Rights

Proxmox's acceptance of partial payments or failure to immediately enforce any payment-related rights shall not constitute a waiver of its right to demand full payment or enforce any other contractual rights.

3.8 No Withholding of Payment

The Client is not entitled to withhold payment due to incomplete total delivery, warranty claims, or complaints unless the right to set-off or withhold is undisputed or has been legally established by a court.

Article 4: Provision of Services and Delivery

4.1 Delivery Timeframes

Proxmox shall make commercially reasonable efforts to meet the agreed-upon delivery dates or timeframes for the provision of Services, Support, Subscriptions, or Training as specified in the applicable order form or agreement. However, delivery dates are estimates and not guaranteed unless expressly stated otherwise in a written agreement signed by both Parties.

4.2 Client Responsibilities Affecting Delivery

The timely provision of Services, Support, Subscriptions, or Training is contingent upon the Client providing all necessary information, documents (including detailed specifications, if applicable), access, and cooperation as reasonably required by Proxmox to perform its obligations.

4.3 Client-Caused Delays and Costs

Proxmox shall not be responsible for delays or any resulting cost increases caused by the Client's failure to provide required information or cooperation, or due to incorrect, incomplete, or changed data or instructions provided by the Client. Such delays or issues caused by the Client shall not constitute a default or breach by Proxmox. Any additional costs incurred by Proxmox as a result of such Client-caused delays or issues shall be borne by the Client.

4.4 Partial Deliveries and Invoicing

For orders or projects involving multiple units, programs, or distinct phases, Proxmox reserves the right to make partial deliveries or provide services in stages. Partial invoices may be issued for such partial deliveries or completed stages in

accordance with the payment terms outlined in Article 3.

Article 5: Term, Termination, and Suspension

5.1 Client's Right to Terminate for Delay

Should an agreed-upon date for delivery or performance of essential parts of the Services or Support be exceeded solely due to the fault or unlawful conduct of Proxmox, the Client is entitled to terminate the affected contract or order form by written notice (e.g., registered letter). This right to terminate applies only if essential parts of the agreed service are not performed within a reasonable grace period set by the Client, and provided the Client is not in default of its own obligations.

5.2 Client's Subscription Cancellation

The Client may cancel a subscription at any time before the next due date for the upcoming billing cycle. Cancellations processed after the due date will take effect at the end of the subsequent billing cycle. No refunds or partial reimbursements will be issued for any unused portions of a subscription period upon cancellation by the Client.

5.3 Subscription Renewal

Unless explicitly agreed otherwise in writing, subscriptions purchased for any period other than one (1) year will automatically renew for a one (1) year term upon expiration. Subscriptions purchased for a one (1) year term will also automatically renew for a one (1) year term unless otherwise specified. The Client will receive a renewal notification before the renewal date. Failure to cancel before the next due date will result in automatic renewal. If an alternative renewal period is agreed upon in writing in the order form or agreement, that period will apply instead of the default renewal term.

5.4 Proxmox's Right to Modify or Discontinue

Proxmox reserves the right to modify or discontinue subscription plans, Services, or Support offerings. Proxmox will provide affected

Clients with prior notice of such changes, typically at least thirty (30) days in advance. In the event Proxmox discontinues a service or subscription plan and terminates the Client's affected service, prorated refunds for any prepaid, unused portion of the service fee may be issued at Proxmox's discretion, unless otherwise required by mandatory law.

5.5 Termination by Proxmox for Cause

Proxmox may terminate this Agreement or any specific order form immediately upon written notice if the Client commits a material breach of this Agreement or the relevant order form (including, but not limited to, failure to make timely payment of undisputed fees as per Article 3 or violation of usage terms) and fails to cure such breach within a reasonable period (typically thirty (30) days) after receiving written notice detailing the breach, where such breach is capable of cure.

5.6 Termination upon Insolvency

Either Party may terminate this Agreement immediately upon written notice if the other Party becomes insolvent, enters into bankruptcy, administration, liquidation, or composition with its creditors, or ceases to carry on business.

Article 6: Intellectual Property and Use of Services

6.1 Proxmox Intellectual Property

Proxmox or its licensors retain all rights, title, and interest in and to all intellectual property rights, including, but not limited to, copyrights, trademarks, trade names, logos, and service marks, associated with its Services, Support offerings, documentation, training materials, websites, and proprietary processes. While Proxmox's software is primarily distributed under open-source licenses, the Client acknowledges that this Agreement grants only limited rights to access and use the paid Services, Support, and related entitlements as specified herein and does not convey any ownership rights in Proxmox's intellectual property.

6.2 Software Licensing

This Agreement governs the terms and conditions for the paid Services, Support, and specific entitlements provided by Proxmox related to its software. The software itself is licensed to the Client under separate applicable software license terms, which are provided with the software. This Agreement does not modify or replace those separate software license terms.

6.3 Client's Use Rights for Services and Entitlements

Subject to the Client's compliance with this Agreement and the terms of the applicable order form, Proxmox grants the Client a non-exclusive, non-transferable right to access and use the purchased Services, Support, and entitlements solely for the Client's internal business operations. This right is limited to the scope and usage metrics (e.g., per server, per unit, per user) defined in the order form.

6.4 Restrictions on Use

The Client shall not, and shall not permit any third party to

- Sell, resell, distribute, sublicense, or otherwise make available the Services, Support, or specific entitlements (such as access credentials or keys for subscription repositories) to any third party, unless expressly permitted by a separate written agreement with Proxmox.
- Exceed the authorized scope or usage metrics for the Services, Support, or entitlements as defined in the order form.
- Remove, alter, or obscure any copyright, trademark, or other proprietary rights notices from any documentation or materials provided by Proxmox under these terms.
- Attempt to modify, alter, or circumvent any access control or authentication mechanisms related to the paid Services or entitlements.

6.5 Client's Responsibility for Software License Compliance

The Client acknowledges that the use of the software is governed by the terms of the applicable software license under which it is provided. The Client is responsible for complying with the terms of these licenses. Proxmox's provision of Services and Support under this Agreement is based on the understanding that the Client complies with the terms of the applicable software licenses.

Article 7: Warranties and Disclaimers

7.1 Proxmox Representations

Proxmox represents and warrants that: (a) it will use reasonable skill and care in providing the Services and Support; (b) the Services and Support will be performed in a professional and workmanlike manner by qualified personnel; (c) it has the authority to enter into this Agreement with Client; and (d) to the knowledge of Proxmox, Proxmox-branded software does not, at the time of delivery to Client, include malicious or hidden mechanisms or code for the purpose of damaging or corrupting the software.

7.2 General Disclaimer

Except as expressly provided in Section 7.1 or by a third-party vendor directly to Client under a separate agreement, the services, support, specific software entitlements, and related representations, conditions or other terms of any kind are provided on an "as is" and "as available" basis. To the maximum extent permissible by applicable law, Proxmox excludes all implied warranties (including, without limitation, those of merchantability, sale by description, sale by sample, satisfactory quality, non-infringement and fitness for a particular purpose).

7.3 Performance Limitations and Exclusive Remedy

Proxmox does not guarantee or warrant that the use of the Services, Support or related hardware or software will be uninterrupted, comply with

regulatory requirements, and be error free or that Proxmox will correct all software errors. For a breach of the warranties set forth in Section 7.1, Client's exclusive remedy, and Proxmox's entire liability, will be the re-performance of deficient Services or Support, or if Proxmox cannot substantially correct a breach in a commercially reasonable manner, Client may terminate the relevant Services or Support and receive a pro rata refund on the fee paid for the deficient Services or Support as of the effective date of termination.

7.4 Client-Caused Defects and Costs

The costs for support provided, diagnosis of errors, and remedying defects and failures that are the responsibility of the Client, as well as other corrections, revisions and additions related thereto, are to be carried out by Proxmox and the costs charged to the Client. This is also the case for the remedying of errors when program revisions, additions or other interventions have been carried out by the Client himself or by a third party not authorized by Proxmox.

7.5 Exclusion for Critical Systems

Without limiting the generality of the foregoing disclaimer in Section 7.2, the Services, Support and any related hardware or software provided are not specifically designed, manufactured or intended for use in (a) the planning, construction, maintenance, control, or direct operation of nuclear facilities, (b) aircraft navigation, control or communication systems, weapons systems, or (c) direct life support systems. Client agrees that it is solely responsible for the results obtained from the use of the Services and Support in such areas.

7.6 Exclusion for Improper Use or Conditions

Furthermore, Proxmox assumes no warranty for defects, failures or damages that are due to improper use, altered components in the operating system, interfaces and parameters, the use of inappropriate organizational resources and data carriers, insofar as these are stipulated, unusual operating conditions (particularly deviations from

the installation and storage provisions) or damage during shipment.

7.7 Effect of Unauthorized Alterations

For programs that are subsequently altered by programmers of the Client or by third parties not authorized by Proxmox, any existing warranty or support obligation of Proxmox related to the altered programs or the issues arising from such alterations is no longer applicable.

Article 8: Limitation of Liability

8.1 Exclusion of Indirect and Consequential Damages

And notwithstanding anything to the contrary contained in this Agreement or any order form, to the maximum extent permitted by applicable law, in no event will Proxmox or its affiliates be liable to Client or its affiliates for: any claim based upon a third party claim, any incidental, consequential, special, indirect exemplary or punitive damages, whether arising in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise; or of any damages arising out of or in connection with this Agreement and/or any order forms falling within the following categories: (a) Loss of data; (b) Loss of profit; (c) Loss of savings; (d) Loss or interruption of service; (e) Loss of business or anticipatory profits; (f) Loss of use or downtime; (g) Loss of or corruption to data or other information or loss or damage to software; even if Proxmox or its affiliates have been advised of the possibility of such a loss and/or damage.

8.2 Cap on Aggregate Liability

For all events and circumstances, Proxmox and its affiliates aggregate and cumulative liability arising out of or relating to this Agreement and all order forms, including without limitation on account of performance or nonperformance of obligations, regardless of the form of the cause of action, whether in contract, tort (including, without limitation, negligence), strict liability, statute or otherwise, will be limited to the amount that Client

paid (or is payable) to Proxmox under the applicable order form giving rise to liability during the twelve (12) months immediately preceding the first event giving rise to liability. This limitation applies to the maximum extent permitted by applicable law.

8.3 Basis of Bargain

The Parties acknowledge that the limitations of liability and disclaimers of warranties set forth in this Article 7 and Article 8 reflect an agreed-upon allocation of risk between the Parties, form an essential basis of the bargain, and that Proxmox would not have entered into this Agreement without these limitations.

Article 9: Export Compliance

9.1 Compliance with Export Laws

The Client acknowledges that the Services, Support, specific software entitlements, and related technical data provided by Proxmox may be subject to applicable export control laws and regulations (e.g., those of the European Union). The Client is solely responsible for identifying and complying with all such laws and regulations regarding the access, use, export, re-export, or transfer of these items. The Client represents and warrants that it is not located in, under the control of, or a national or resident of any country or on any list to which the export or re-export is prohibited, and that it will not use the items for any purpose prohibited by applicable laws.

9.2 Termination for Non-Compliance

If the Client breaches its obligations under Section 9.1, Proxmox may terminate this Agreement and/or the applicable order form and its obligations thereunder immediately upon written notice to the Client, without liability to the Client.

Article 10: Confidentiality and Data Protection

10.1 Definition of Confidential Information

"Confidential Information" means any non-public information disclosed by one Party ("Disclosing

Party") to the other Party ("Receiving Party"), whether orally, visually, or in tangible form, designated as confidential or reasonably understood to be confidential given the nature of the information and the circumstances of disclosure. It includes, without limitation, technical, financial, commercial information, software (excluding the open-source software governed by its specific license), data, business plans, and client information.

10.2 Confidentiality Obligations

The Receiving Party shall: (a) use the Disclosing Party's Confidential Information solely for the purpose of performing its obligations or exercising its rights under this Agreement; (b) maintain such information in strict confidence, using at least the same degree of care it uses for its own confidential information of like importance, but no less than reasonable care; and (c) restrict disclosure only to its employees, affiliates, and agents with a need to know, who are bound by confidentiality obligations at least as protective as these. The Receiving Party is responsible for breaches by its personnel and agents.

10.3 Exclusions

The obligations in this Article 10 shall not apply to information the Receiving Party can document: (a) was public knowledge without the Receiving Party's breach of any obligation; (b) was lawfully known to the Receiving Party prior to disclosure; (c) was independently developed by the Receiving Party without using the Disclosing Party's Confidential Information; or (d) was rightfully obtained by the Receiving Party from a third party without confidentiality restrictions.

10.4 Compelled Disclosure

If required by law or court order to disclose Confidential Information, the Receiving Party shall, if legally permitted, provide prompt notice to the Disclosing Party to allow for protective measures, cooperate reasonably with the Disclosing Party's efforts to obtain confidential treatment, and

disclose only the minimum necessary information required.

10.5 Survival of Obligations

The confidentiality obligations under this Article 10 shall survive the termination or expiration of this Agreement for a period of two (2) years thereafter. Obligations concerning information qualifying as a trade secret under applicable law shall survive indefinitely.

10.6 Return or Destruction

Upon termination or expiration of the Agreement, or upon request of the Disclosing Party, the Receiving Party shall promptly return or securely destroy all Confidential Information of the Disclosing Party in its possession or control, except for copies that must be retained for legal or routine backup purposes (which shall remain subject to confidentiality).

Article 11: Data Protection

11.1 Compliance with Data Protection Laws

Both Parties shall comply with applicable data protection laws, including, but not limited to, the General Data Protection Regulation (EU) 2016/697 ("GDPR"), the Austrian Data Protection Act ("DSG"), and other relevant national and international data protection laws, regarding any personal data processed in connection with this Agreement.

11.2 Proxmox's Role as Data Controller

Proxmox acts as a data controller for personal data related to the administration of the contractual relationship, including Client contact and billing information, account management data, and data collected through website interactions or direct communications. This processing is necessary for managing the contractual relationship, providing account services, support, and improving Proxmox's offerings. The processing activities for which Proxmox is controller are described in more detail in Proxmox's Privacy Policy, available on the Proxmox website (proxmox.com).

11.3 Location of Data Processing

Proxmox processes personal data collected and controlled by it, including Client account/contact data and data voluntarily shared during support cases, primarily within the European Union (EU).

11.4 Data Handling in Support Cases

In the context of providing Support Services, the Client may, at their discretion and initiative, voluntarily share data, which may contain personal data, with Proxmox personnel to facilitate the diagnosis and resolution of technical issues. Proxmox personnel will access and process such voluntarily shared data solely for the specific purpose of providing the requested Support and troubleshooting. All such shared data will be handled in accordance with the confidentiality obligations set out in Article 10 of this Agreement and appropriate security measures. Proxmox does not otherwise access or process the Client's operational data or any personal data processed by the Client using the software running on the Client's premises. The Client is responsible for ensuring that any data shared with Proxmox for support purposes can be lawfully processed for this limited purpose and for minimizing the personal data shared where possible.

11.5 Security

Proxmox implements and maintains appropriate technical and organizational measures designed to protect the personal data it processes as a data controller and the data shared by the Client during support cases against unauthorized or unlawful processing and against accidental loss, destruction, damage, alteration, or disclosure.

Article 12: Voucher Sales

12.1 Voucher Use

Vouchers are redeemable only for specified software or services offered by Proxmox. Vouchers may be subject to expiration dates, usage limits, and other restrictions as stated at the time of purchase. Vouchers are non-refundable, non-transferable, and cannot be exchanged for

cash or other credits unless required by law. Unauthorized resale, sharing, or duplication is strictly prohibited.

12.2 Delivery and Validity

Vouchers are delivered electronically to the User's registered account. If purchased from a Partner, the Partner is responsible for ensuring proper delivery to the Client. Proxmox reserves the right to modify, suspend, or terminate voucher programs at any time without prior notice, provided such changes do not affect previously issued and valid vouchers.

12.3 Voucher Access

Vouchers may be sold directly by Proxmox or through Partners. Proxmox is not responsible for pricing, promotional offers, or additional terms imposed by Partners. Client must review the Partner's sales terms before purchase. Vouchers purchased from unauthorized sellers or resellers may be invalid, and Proxmox reserves the right to refuse redemption of such vouchers.

Article 13: General Provisions

13.1 Use of Trademarks

Neither Party shall use, nor permit its Affiliates to use, the name, trademarks, trade names, service marks, logos, or any other proprietary designations of the other Party in any advertising, marketing, promotional materials, publications, or any other public disclosure, except with the prior written consent of the other Party. Such consent may be granted or withheld at the sole discretion of the respective Party.

13.2 Amendments

Amendments, modifications, or supplements to this Agreement must be in writing and signed by authorized representatives of both Parties to be effective.

13.3 Severability

Should individual terms of this Agreement be or become inoperative, this will not affect the remaining terms of this Agreement. The parties to the contract will work in a spirit of partnership to

find an arrangement that approximates as nearly as possible the inoperative terms.

13.4 Dispute Resolution

Each party agrees to give the other a written description of any problem(s) that may arise and to make a good faith effort to amicably resolve any such problem before commencing any legal proceeding.

13.5 Limitation of Actions

No claim or action, regardless of form, arising out of this Agreement or an Order Form may be brought by either party more than one (1) year after the cause of action has accrued.

13.6 Jurisdiction

In the event of a dispute, jurisdiction shall be exclusively vested in the competent local court at Proxmox's principal place of business in Vienna, Austria.

13.7 Entire Agreement

This Agreement, including all applicable order forms, constitutes the entire agreement between the Parties concerning the subject matter herein and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. The headings used in this Agreement are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

13.8 Assignment

Neither Party may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other Party, except that Proxmox may assign this Agreement in its entirety (including all order forms), without the Client's consent, to its affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

13.9 Force Majeure

Neither Party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable) to the extent such failure or delay is

caused by a Force Majeure event. "Force Majeure" means an event beyond the affected Party's reasonable control, such as acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation, facilities, fuel, energy, labor or materials. The affected Party shall provide prompt notice of any Force Majeure event and use commercially reasonable efforts to mitigate its impact.

Proxmox Server Solutions GmbH
Bräuhausgasse 37
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Austria



Proxmox Virtual Environment

Subscription Agreement

Proxmox Virtual Environment (Proxmox VE) is a complete open-source platform for enterprise virtualization. A Proxmox VE subscription is a service program specially designed for IT professionals and businesses. It helps ensure business continuity by providing access to the stable Proxmox Enterprise-Repository and optional technical support.

1 Subscription Plans for Proxmox VE

	PREMIUM	STANDARD	BASIC	COMMUNITY
Access to stable Enterprise-Repository and regular updates	Yes	Yes	Yes	Yes
Complete feature-set	Yes	Yes	Yes	Yes
License	GNU AGPLv3	GNU AGPLv3	GNU AGPLv3	GNU AGPLv3
Technical support	via Customer Portal	via Customer Portal	via Customer Portal	Community support
Support tickets included	Unlimited	10 per year	3 per year	None *
Initial response time	2 hours** within a business day	4 hours** within a business day	1 business day	n/a
Remote support (via SSH)	Yes	Yes	No	No
Offline key activation	Yes	Yes	Contact us	Contact us
Datacenter Manager: Enterprise-Repository and support	Yes	Yes	Yes	No
Pricing	€ 1100 per year & CPU-socket	€ 550 per year & CPU-socket	€ 370 per year & CPU-socket	€ 120 per year & CPU-socket

* Support via public Proxmox support forum

** Guaranteed first response time on critical support requests

Note:

- The subscription model is based on the number of physical servers and their CPU sockets.
- In a cluster each node needs a valid subscription. All nodes must have the same subscription level.
- Subscription period is one year (12 months) from purchase date. All prices are net prices in EUR. VAT will be added, if applicable.
- Technical support for the Premium, Standard, and the Basic Subscription levels is provided via the web and email-based Proxmox Customer Portal (in English or German) at <https://my.proxmox.com>
- Technical support for integrations by recognized third-party Solution Providers is limited to Basic, Standard, and Premium subscribers.
- Community support for the Community Subscription is done via the public Proxmox support forum at <https://forum.proxmox.com>

Important note:

(Re-)Distributing Software packages received under this Subscription Agreement to a third party or using any of the subscription services for the benefit of a third party is a material breach of the agreement, even if the open-source license applicable to individual software packages may give you the right to distribute those packages (this limitation is not intended to interfere with your rights under those individual licenses).

2 Scope of Coverage

A Proxmox VE Subscription includes the following:

- Access to the Proxmox VE Enterprise Repository
- Installation support
- Usage
- Configuration
- Diagnosis
- Bug reports and fixes for packages in the Proxmox VE repository, including Ceph packages

Technical support only covers the latest stable release.

What is not included: We do not support modified packages, third party software, community projects upon which our releases are based on, code development, system and network design, designing security rules, backup/recovery strategies, data recovery and high availability design.

Technology previews are not supported in production environments.

3 Additional Terms and Conditions

3.1. What is a Proxmox subscription?

A Proxmox subscription provides access to professional support services and is a service program designed to help IT professionals and businesses keep their Proxmox deployments up-to-date.

3.2. What is the Enterprise Repository?

The Proxmox VE Enterprise Repository is the default, stable, and recommended repository for Proxmox VE. It is available to all Proxmox VE subscribers, and we recommend using it for your production servers.

3.3. Purchasing and activating a Proxmox VE subscription

The easiest way to order a subscription plan for Proxmox VE is via the Proxmox Online Shop at <https://shop.proxmox.com> or via a Proxmox reseller. After your purchase has been confirmed you will receive a welcome email including the subscription key and all necessary instructions on how to activate your subscription.

Go to the web interface of Proxmox VE, select the tab "Subscription" – then click "Upload Subscription Key", and insert your key. Each subscription key is bound to the unique "Server ID" of your server and is regularly checked for validity.

3.4. Offline subscription key activation and offline updates

The 'proxmox-offline-mirror' tool can be used to manage subscription keys for air-gapped systems or systems that cannot access the public internet. To use this functionality, you need a subscription key for Proxmox Offline Mirror itself.

Note: Please reach out to our sales team for details and purchasing options.

Contact: sales@proxmox.com

3.5. How many CPU-sockets does my server have?

To see the number of CPU-sockets of your server go to the web user interface of your Proxmox VE server, select the node and go to the "Summary" tab – the CPU name and the socket count will be listed there.

3.6. Nested Virtualization

Nested virtualization is when you run a hypervisor, like Proxmox VE or others, inside a virtual machine (which is of course running on another hypervisor) instead of on real hardware. In other words, you have a host hypervisor, hosting a guest hypervisor (as a VM), which can hosts its own VMs.

Please note, running Proxmox VE in such a nested virtualization setup is not covered by this support agreement.

3.7. How many subscriptions do I need?

Each of your Proxmox VE servers will need a subscription, containing the right CPU socket count. Each subscription key is bound to the unique "Server ID" of your server.

3.8. Subscriptions for a Proxmox VE cluster

In a Proxmox VE cluster all nodes need to have the same subscription level.

Example: Consider having a cluster with three nodes, each node has 1 CPU-socket. You want to get a "Standard Subscription" for your cluster. This means that you need to buy 3 x "Proxmox VE Standard Subscription 1 CPU/year".

3.9. How many support tickets do I get in total if I buy two or more Proxmox VE subscriptions?

Each subscription level includes a certain amount of support tickets (e.g., three support tickets for a Basic Subscription).

Example: If you run two physical servers with Proxmox VE and you order two Basic Subscriptions (each subscription containing three support tickets) you will have three tickets for each of your physical servers.

3.10. How do I receive software updates?

Information about new packages is sent via email to the email address of the root account. All updates are displayed on the web interface, including changelogs (if available). Applying updates via the web interface is supported.

3.11. Upgrade your subscription level

You can easily upgrade from one subscription level to a higher one during your subscription period. Only the difference between the two subscription prices will be charged. In case you wish to upgrade, please open a ticket in the Proxmox Online Shop at <https://shop.proxmox.com> or contact your reseller.

3.12. Downgrade

Downgrades from a higher level to a lower level of subscription are not possible during the one year period. But you can cancel your subscription after one year and order a new level.

3.13. Server change – moving subscription key to a new server

If you want to move your subscription key to a new server, for example because you have replaced your hardware, you can reissue your subscription key. This can be done 3 times per year without any costs involved via the self service portal at <https://shop.proxmox.com> (or via your reseller). If you need to reissue a subscription key more often, please open a ticket in the online shop or contact your reseller.

3.14. Renewal and Cancellation

Renewal: A Proxmox Subscription will automatically renew after one year from your initial purchase date. 30 days before the renewal date you will receive a renewal invoice. As renewal rates may be subject to change, you can cancel the renewal when you receive the renewal invoice.

Cancellation: If you do not want to renew, you need to request a cancellation. Cancel yourself either via your account on <https://shop.proxmox.com>, instruct your reseller to do so, or contact the sales team of the Proxmox Online Shop at <https://shop.proxmox.com>.

You can cancel your Proxmox Subscription at any time. Your access will continue for the remaining time of your paid subscription period (billing cycle). Already activated and paid products and services cannot be refunded.

3.15. Multi-year subscriptions

The default subscription period is one year. When ordering, you can choose the preferred billing cycle: you can pay for one, two or three years in advance. By doing this, you are protected from the annual price changes.

3.16. Definition of a critical support request

A critical issue severely impacts the use of the software in a production environment. This includes loss of data and nonworking production servers. The situation halts the business operations and no procedural workaround exists.

The ticket priority is subject to change by the support agent at any time. Please always submit your subscription keys on ticket creation.

3.17. Business hours

The enterprise support team is available on Austrian business days between 7:00 and 17:00 (CET/CEST) - (7 a.m. to 5 p.m.).

3.18. Proxmox VE is open-source software. Why should I pay for it?

Proxmox VE source code is licensed under the GNU Affero General Public License version 3 (AGPLv3) which means you have the freedom to use the software's source code. Hence, you do not pay for the software's source code (or license); you pay for the subscription support service.

The Proxmox VE subscription service adds real business value to your open-source environment by providing access to a broad infrastructure of services, like:

- Access to the exclusive Enterprise Repository with stable software updates.
- Enterprise support to resolve your urgent technical requests.
- Access to Proxmox experts via the Customer Portal.
- Flexible subscription plans scalable to your business needs.

3.19. Can I use Proxmox VE without a subscription?

Proxmox VE is open-source software distributed under the GNU AGPLv3. You have the freedom to download, use, and modify the software for private or business use. So yes, you can. Just be aware that if you choose to run Proxmox VE without the Enterprise Repository, you may have packages that are not always heavily tested and validated. We do not recommend using the No-Subscription Repository for production servers. Read more details at https://pve.proxmox.com/wiki/Package_repositories

3.20. Technical pre-sales support

The best place for pre-sales questions is the Proxmox Support Forum. Or send an email to office@proxmox.com.

3.21. How many contacts can I register on the Proxmox Customer Portal?

For each organization/subscription, you can register up to three contact email addresses in the Proxmox Customer Portal.

Note: The use of email addresses with auto-replies (for example: an email address of a ticket system) is prohibited to prevent email loops due to automatic replies.

3.22. Is co-termining available?

Yes, co-termining for multiple contracts is available at the time of renewal.

- End of document -



Proxmox Backup Server

Subscription Agreement

Proxmox Backup Server is an enterprise backup solution to safely protect and restore your virtual machines, containers, and physical hosts. A subscription for Proxmox Backup Server is a service program specially designed for IT professionals and businesses. It helps ensure business continuity by providing access to the stable Proxmox Enterprise-Repository and optional technical support.

1 Subscription Plans for Proxmox Backup Server

	PREMIUM	STANDARD	BASIC	COMMUNITY
Access to stable Enterprise Repository and regular updates	Yes	Yes	Yes	Yes
Complete feature-set	Yes	Yes	Yes	Yes
License	GNU AGPLv3	GNU AGPLv3	GNU AGPLv3	GNU AGPLv3
Technical support	via Customer Portal	via Customer Portal	via Customer Portal	Community support
Support tickets included	Unlimited	15 per year	5 per year	None *
Initial response time	2 hours** within a business day	4 hours** within a business day	1 business day	n/a
Remote support (via SSH)	Yes	Yes	No	No
Offline key activation	Yes	Yes	Contact us	Contact us
Datacenter Manager: Enterprise-Repository and support	Yes	Yes	Yes	No
Pricing	€ 4480 per year	€ 2240 per year	€ 1120 per year	€ 560 per year

* Support via public Proxmox support forum

** Guaranteed first response time on critical support requests

Note:

- The subscription model is based on the number of servers.
- Unlimited backup storage and unlimited backup-clients included.
- The subscription period is one year (12 months) from purchase date. All prices are net prices in EUR. VAT will be added, if applicable.
- Technical support for the Premium, Standard, and Basic Subscription levels is provided via the web and email-based Proxmox Customer Portal (in English or German) at <https://my.proxmox.com>.
- Community support for the Community Subscription is done via the public Proxmox support forum at <https://forum.proxmox.com>.

Important note:

(Re-)Distributing Software packages received under this Subscription Agreement to a third party, or using any of the subscription services for the benefit of a third party is a material breach of the agreement, even though the open-source license applicable to individual software packages may give you the right to distribute those packages (this limitation is not intended to interfere with your rights under those individual licenses).

2 Scope of Coverage

A subscription for Proxmox Backup Server includes the following:

- Access to the Proxmox Enterprise Repository
- Installation support
- Usage
- Configuration
- Diagnosis
- Bug reports and fixes for packages in the Proxmox repository

Technical support only covers the latest stable release.

We do not support modified packages, third party software, community projects upon which our releases are based on, code development, system and network design, designing security rules, backup/recovery strategies, data recovery, or high availability design.

Technology previews are not supported in production environments.

3 Additional Terms and Conditions

3.1. What is a Proxmox subscription?

A Proxmox subscription provides access to professional support services and is a service program designed to help IT professionals and businesses keep their Proxmox deployments up-to-date.

3.2. What is the Enterprise Repository?

The Proxmox Enterprise Repository is the default, stable, and recommended repository for Proxmox Backup Server. It is available to all Proxmox Backup Server subscribers, and we recommend using it for your production servers.

3.3. Purchasing and activating a Proxmox subscription

The easiest way to order a subscription plan for Proxmox Backup Server is via the Proxmox Online Shop at <https://shop.proxmox.com> or via a Proxmox reseller. After your purchase has been confirmed, you will receive a welcome email, including the subscription key and all necessary instructions on how to activate your subscription.

Go to the web interface of Proxmox Backup Server, select the tab "Subscription" – then click "Upload Subscription Key", and insert your key. Each subscription key is bound to the unique "Server ID" of your server and is regularly checked for validity.

3.4. Offline subscription key activation and offline updates

The 'proxmox-offline-mirror' tool can be used to manage subscription keys for air-gapped systems or systems that cannot access the public internet. To use this functionality, you need a subscription key for Proxmox Offline Mirror itself.

Note: Please reach out to our sales team for details and purchasing options.

Contact: sales@proxmox.com

3.5. How many subscriptions do I need?

You will need a subscription for each physical server or virtual instance with Proxmox Backup installed. Each subscription key is bound to the unique "Server ID" of your server/instance.

3.6. How many support tickets do I get in total, if I buy two or more Proxmox Subscriptions?

Each subscription level includes a certain amount of support tickets (e.g., five support tickets for a Basic Subscription).

Example: If you run two physical servers with Proxmox Backup Server and you order two Basic Subscriptions (each subscription containing five support tickets) you will have five tickets for each of your physical servers.

3.7. How do I receive software updates?

Information about new packages is sent via email to the email address of the root account. All updates are displayed on the web interface, including change-logs (if available). Applying updates via the web interface is supported.

3.8. Upgrade your subscription level

You can easily upgrade from one subscription level to a higher one, during your subscription period. Only the difference between the two subscription prices will be charged. In case you wish to upgrade, please open a ticket in the Proxmox Online Shop at <https://shop.proxmox.com> or contact your reseller.

3.9. Downgrade

Downgrades from a higher level to a lower level of subscription are not possible, during the one year period. But you can cancel your subscription after one year and order a new level.

3.10. Server change – moving the subscription key to a new server

If you want to move your subscription key to a new server, for example, because you have replaced your hardware, you can reissue your subscription key. This can be done 3 times per year without any costs involved, via the self service portal at <https://shop.proxmox.com> (or via your reseller). If you need to reissue a subscription key more often, please open a ticket in the online shop or contact your reseller.

3.11. Renewal and Cancellation

Renewal: A Proxmox Subscription will automatically renew after one year from your initial purchase date. 30 days before the renewal date you will receive a renewal invoice. As renewal rates may be subject to change, you can cancel the renewal when you receive the renewal invoice.

Cancellation: If you do not want to renew, you need to request a cancellation. Cancel yourself either via your account on <https://shop.proxmox.com>, instruct your reseller to do so, or contact the sales team of the Proxmox Online Shop at <https://shop.proxmox.com>.

You can cancel your Proxmox Subscription at any time. Your access will continue for the remaining time of your paid subscription period (billing cycle). Already activated and paid products and services cannot be refunded.

3.12. Multi-year subscriptions

The default subscription period is one year. When ordering, you can choose the preferred billing cycle: you can pay for one, two or three years in advance. By doing this, you are protected from the annual price changes.

3.13. Definition of a critical support request

A critical issue severely impacts the use of the software in a production environment. This includes loss of data and production servers that are not working. The situation halts business operations and no procedural workaround exists.

The ticket priority is subject to change by the support agent at any time. Please always submit your subscription keys on ticket creation.

3.14. Business hours

The Proxmox enterprise support team is available on Austrian business days between 7:00 and 17:00 (CET/CEST) - (7 a.m. to 5 p.m.).

3.15. Proxmox Backup Server is open-source software. Why should I pay for it?

The source code of Proxmox Backup Server is licensed under the GNU Affero General Public License version 3 (AGPLv3) which means you have the freedom to use the software's source code. Hence, you do not pay for the software's source code (or license); you pay for the subscription support service.

The Proxmox subscription service adds real business value to your open-source environment, by providing access to a broad infrastructure of services, such as:

- Access to the exclusive Enterprise Repository with stable software updates.
- Enterprise support to resolve your urgent technical requests.
- Access to Proxmox experts via the Customer Portal.
- Flexible subscription plans, scalable to your business needs.

3.16. Can I use Proxmox Backup Server without a subscription?

Proxmox Backup Server is open-source software distributed under the GNU AGPLv3. You have the freedom to download, use, and modify the software for private or business use. So yes, you can. Just be aware that if you choose to run Proxmox Backup Server without the Enterprise Repository, you may have packages that are not always heavily tested and validated. We do not recommend using the No-Subscription Repository for production servers. Read more details at <https://pbs.proxmox.com/docs/installation.html>.

3.17. Technical pre-sales support

The best place for pre-sales questions is the Proxmox Support Forum. Or send an email to office@proxmox.com.

3.18. How many contacts can I register on the Proxmox Customer Portal?

For each organization/subscription, you can register up to three contact email addresses in the Proxmox Customer Portal.

Note: The use of email addresses with auto-replies (for example: an email address of a ticket system) is prohibited, in order to prevent email loops due to automatic replies.

3.19. Is co-terming available?

Yes, co-terming for multiple contracts is available at the time of renewal.

- End of document -



Proxmox Mail Gateway

Subscription Agreement

Proxmox Mail Gateway is the leading open-source email security solution protecting your mail server against all email threats the moment they emerge. A Proxmox Mail Gateway Subscription is a service program specially designed for IT professionals and businesses. It helps ensure business continuity by providing access to the stable Proxmox Enterprise-Repository and optional technical support.

1 Subscription Plans for Proxmox Mail Gateway

	PREMIUM	STANDARD	BASIC	COMMUNITY
Access to stable Enterprise-Repository and regular updates	Yes	Yes	Yes	Yes
Complete feature-set	Yes	Yes	Yes	Yes
License	GNU AGPLv3	GNU AGPLv3	GNU AGPLv3	GNU AGPLv3
Technical support	via Customer Portal	via Customer Portal	via Customer Portal	Community support
Support tickets included	Unlimited	15 tickets per year	5 tickets per year	None *
Response time	2 hours** within a business day	4 hours** within a business day	1 business day	n/a
Remote support (via SSH and HTTPS)	Yes	Yes	No	No
Offline key activation	Yes	Yes	Contact us	Contact us
Pricing	€ 1900 per year	€ 1260 per year	€ 540 per year	€ 190 per year

* Support from community via public forum

** Guaranteed first response time on critical support requests

Note:

- The subscription model is based on the number of servers including unlimited users and unlimited domains.
- In a cluster each node needs a valid subscription. All nodes must have the same subscription level.
- Subscription period is one year (12 months) from purchase date. All prices are net prices in EUR. VAT will be added, if applicable.
- Technical support for the Premium, Standard and Basic Subscription levels is provided via the web and email-based Proxmox Customer Portal (in English or German) at <https://my.proxmox.com>
- Community support for the Community Subscription is done via the public Proxmox support forum at <https://forum.proxmox.com>

Important note:

(Re-)Distributing software packages received under this Subscription Agreement to a third party or using any of the subscription services for the benefit of a third party is a material breach of the agreement, even though the open-source license applicable to individual software packages may give you the right to distribute those packages (this limitation is not intended to interfere with your rights under those individual licenses).

2 Scope of Coverage

A Proxmox Mail Gateway Subscription includes the following:

- Access to the Proxmox Mail Gateway Enterprise Repository
- Complete feature-set
- Installation support
- Usage
- Configuration
- Diagnosis
- Bug reports and fixes for packages in the Proxmox Mail Gateway repository

Technical support always covers the latest stable release.

What is not included: We do not support modified packages, third party software, community projects upon which our releases are based on, code development, system and network design, designing security rules, backup and recovery strategies and high availability design.

Technology previews are not supported in production environments.

3 Additional Terms and Conditions

3.1. What is a Proxmox subscription?

A Proxmox Subscription provides access to professional support services and is a service program designed to help IT professionals and businesses keep their Proxmox deployments up-to-date.

3.2. What is the Enterprise Repository?

The Proxmox Mail Gateway Enterprise Repository is the default, stable and recommended repository for Proxmox Mail Gateway. It is available to all Proxmox Mail Gateway subscribers and we recommend using it for your production servers.

3.3. Purchasing and activating a subscription

The easiest way to order a subscription plan for Proxmox Mail Gateway is via the Proxmox Online Shop at <https://shop.proxmox.com> or via a Proxmox reseller. After your purchase has been confirmed you will receive a welcome email including the subscription key and all necessary instructions on how to activate your subscription.

Go to the web interface of Proxmox Mail Gateway, select the tab "Subscription" – then click "Upload Subscription Key", and insert your key. Every subscription key is bound to the unique "Server ID" of your server and is regularly checked for validity.

3.4. Offline subscription key activation and offline updates

The 'proxmox-offline-mirror' tool can be used to manage subscription keys for air-gapped systems or systems that cannot access the public internet. To use this functionality, you need a subscription key for Proxmox Offline Mirror itself.

Note: Please reach out to our sales team for details and purchasing options.

Contact: sales@proxmox.com

3.5. How many subscriptions do I need?

Each of your Proxmox Mail Gateway servers will need a subscription. Every subscription key is bound to the unique "Server ID" of your server.

3.6. Subscriptions for a Proxmox Mail Gateway Cluster

In a cluster with two or more Proxmox Mail Gateway hosts, all nodes need to have the same subscription level.

Example:

Consider having a cluster with two nodes. You want to get a “Basic Subscription” for your cluster. This means that you need to order 2x “Basic Subscriptions” in total for a whole Proxmox Mail Gateway cluster with two nodes.

3.7. How many support tickets do I get in total if I buy two or more Proxmox Mail Gateway subscriptions?

With every subscription you purchase you will get a certain amount of included support tickets. For example: If you run two servers with Proxmox Mail Gateway and you order 2x Basic Subscriptions (each with 5 support tickets included) you will have 5 support tickets for each of your servers.

3.8. How do I receive software updates?

Information about new packages is sent via email to the email address of the root account. All updates are displayed on the web interface, including change-logs (if available). Applying updates via the web interface is supported.

3.9. Upgrade your subscription level

You can easily upgrade from one subscription level to a higher one during your subscription period. Only the difference between the two subscription prices will be charged. In case you wish to upgrade, please open a ticket in the Proxmox Online Shop at <https://shop.proxmox.com> or contact your reseller.

3.10. Downgrade

Downgrades from a higher level to a lower level of subscription are not possible during the one year period. But you can cancel your subscription after one year and choose a new level.

3.11. Server change – moving the subscription key to a new server

If you want to move your subscription key to a new server, for example because you have replaced your hardware, you can request a reissue of the subscription key. This can be done 3 times per year without any costs involved via the self service portal at <https://shop.proxmox.com> (or via your reseller). If you need to reissue a subscription key more often, please open a ticket in the online shop or contact your reseller.

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The ticket priority is subject to change by the support agent at any time. Please always submit your subscription keys on ticket creation.

3.15. Business hours

The enterprise support team is available on Austrian business days between 7:00 and 17:00 (CET/CEST) - (7 a.m. to 5 p.m.).

3.16. Proxmox Mail Gateway is open-source software. Why should I pay for it?

The source code of Proxmox Mail Gateway is licensed under the GNU Affero General Public License version 3 (AGPLv3) which means you have the freedom to use the software's source code. Hence, you do not pay for the software's source code (or a license). You only pay for the subscription service.

The Proxmox Mail Gateway subscription service adds real business value to your open-source IT environment by providing access to a broad infrastructure of services.

Your benefit with a Proxmox subscription are:

- Access to the exclusive Enterprise Repository with stable software packages and regular updates.
- Enterprise support to resolve your urgent technical requests.
- Access to Proxmox experts via the Customer Portal.
- Flexible subscription plans scalable to your business needs.

3.17. Can I use Proxmox Mail Gateway without a subscription?

Proxmox Mail Gateway is open-source software distributed under the GNU Affero GPLv3. You have the freedom to download, use, and modify the software for private or business use. So yes, you can. Just be aware that if you choose to run Proxmox Mail Gateway without the Enterprise Repository, you may have packages that are not always heavily tested and validated.

Note: We do not recommend using the No-Subscription Repository for production servers.

Read more details at https://pmg.proxmox.com/pmg-docs/pmg-admin-guide.html#pmg_package_repositories

3.18. Technical pre-sales support

The best place for pre-sales questions is the Proxmox Support Forum. Or send an email to office@proxmox.com.

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