

Vates VMS Terms and Conditions

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Effective Date: 2026-10-26

These Vates VMS Subscription Terms (the "**Terms**") are issued by Vates SAS, a French simplified joint-stock company (*société par actions simplifiée*) registered with the Grenoble Trade and Companies Register under number 752 155 259, having its registered office at 10, esplanade Andry Farcy, 38000 Grenoble, France ("Vates"). Where a Vates Affiliate is expressly identified in an Order as the supplier of the Subscription Services, references to Vates mean that Affiliate for that Order. A Vates Affiliate acting as an Authorized Partner for an Order remains an Authorized Partner, and is not deemed to be Vates for that Order unless it is expressly identified as the supplier of the Subscription Services.

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1. Definitions

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with a party. **"Control"** means the direct or indirect



ownership of more than fifty percent (50%) of the voting interests of an entity, or the power to direct its management.

"Authorized Partner" means an entity authorised in writing by Vates to distribute or resell Subscription Services to Customers. An Authorized Partner is not Vates' agent and has no authority to make commitments on Vates' behalf or to grant rights exceeding those available under these Terms and the applicable Order.

"Applicable Documentation" means the Support Policy, the Vates Product Lifecycle Policy, the DPA and any other document expressly incorporated by reference into these Terms or an applicable Order. General technical, marketing or informational materials made available by Vates do not create contractual commitments unless they are expressly identified as contractually binding in these Terms, an Order or signed special terms.

"Business Hours" has the meaning given in the Support Policy.

"Customer" means the legal entity identified in an Order as the recipient or user of Subscription Services. Where an Order is placed directly with Vates, Customer is also the Purchasing Party.

"Customer Personal Data" means personal data processed by Vates on behalf of Customer in connection with the Subscription Services, as further described in the DPA.

"DPA" means the Vates Data Processing Agreement, available at <https://vates.tech/en/legal/data-protection-agreement>, which is incorporated by reference into these Terms.

"Fees" or "Subscription Fees" means the fees payable for a Subscription under an Order, excluding taxes.

"Host" means a physical host included in a VMS, as further described in the applicable Order or Applicable Documentation.

"Incident" means a malfunction affecting, or an error message generated by, software covered by a Subscription for which Customer seeks Support Services, as further qualified in accordance with the criteria set out in the Support Policy.

"Order" means the ordering documentation accepted by Vates, including an accepted Vates quotation, an order form, a Vates order confirmation or a



Purchase Order accepted by Vates, that identifies the relevant Vates entity, the Purchasing Party, the Customer, the ordered Subscription Services, the Subscription Term and the Fees.

"Vates Product Lifecycle Policy" means the Vates Product Lifecycle Policy, available at <https://vates.tech/en/legal/product-lifecycle-policy>, which is incorporated by reference into these Terms.

"Professional Services" means implementation, migration, bespoke configuration, custom architecture, optimisation, training, development, integration or other services outside the Subscription Services.

"Purchase Order" or **"PO"** means a procurement document issued by a purchaser.

"Purchasing Party" means either (a) Customer, when it orders Subscription Services from Vates; or (b) an Authorized Partner, when it orders Subscription Services from Vates for resale to Customer.

"Subscription" means the right, for the applicable Subscription Term, to receive the Subscription Services specified in an Order.

"Subscription Services" means the Support Services and Maintenance Services included in the applicable Subscription plan, as described in the Order and Applicable Documentation.

"Subscription Term" means the initial period specified in the Order and each renewal period.

"Support Policy" means the Vates VMS Support Policy, available at <https://vates.tech/en/legal/vates-support-policy>, which is incorporated by reference into these Terms and describes operational Support Services, including support channels, severity definitions, service targets and exclusions.

"Support Services" means ticket intake, diagnosis, troubleshooting assistance and reasonable workaround guidance for covered Incidents.

"Support System" means Vates' helpdesk or another support system Vates makes available for the opening and handling of Support tickets, including a dedicated e-mail address.



"Maintenance Services" means the provision of generally available fixes, patches, updates and releases for covered products, where and as made available by Vates.

"VMS" or "Virtual Management Stack" means one or more Xen Orchestra Appliances, the Pools connected to those Appliances, and the Hosts included in those Pools, for which Vates provides Subscription Services.

2. Scope and acceptance

2.1 Scope

These Terms govern all offers, Orders, purchases and use of Subscription Services supplied by Vates to a Customer, whether directly or through an Authorized Partner.

Where Customer purchases Subscription Services directly from Vates, Customer accepts these Terms by signing or otherwise accepting a Vates quotation or other proposed ordering documentation that refers to them, by issuing a Purchase Order in response to such documentation, or by giving another written or electronic confirmation of acceptance.

Where Customer obtains Subscription Services through an Authorized Partner, Customer accepts these Terms by ordering Subscription Services from an Authorized Partner after these Terms have been made available to Customer, or by giving a separate written or electronic confirmation of acceptance.

Once Customer has accepted these Terms, they also govern each subsequent Order accepted by Vates while any Subscription for that Customer remains in effect or is renewed, including where a subsequent Purchase Order does not refer to these Terms, unless Vates expressly agrees otherwise in signed special terms.

They do not govern Professional Services or Training Services which if agreed, are governed exclusively by their respective applicable terms and the relevant statement of work, quotation or Order.

2.2 Open source software

The rights to use the open source software supported under a Subscription,



including XCP-ng and Xen Orchestra deployed through Xen Orchestra Appliance (XOA), are governed exclusively by their respective open source licences. A Subscription does not amend, restrict or replace those licences. XOA is a deployment mode of Xen Orchestra and is not granted as a separate proprietary software licence under these Terms.

2.3 Authority

Any person who signs or accepts a quotation, issues a PO, confirms a PO's link to a quotation, or otherwise accepts these Terms or an Order by email or another commercial means made available by Vates represents and warrants that they are authorised to bind the identified legal entity. No statement, proposal or communication made by Vates in the course of technical Support, including in a Support ticket or related email, constitutes an offer capable of acceptance or an amendment to an Order, unless expressly confirmed in writing by an authorised commercial representative of Vates.

2.4 Customer Affiliates and service providers

A Subscription is reserved for the Customer named in the Order and its personnel and contractors acting for it. An Affiliate is covered only if expressly identified in the applicable Order. Customer may use its covered environment to provide its own hosted or managed services to third parties, but those third parties receive no right under these Terms and no entitlement to Subscription Services. Customer remains responsible for its services to them.

3. Orders and purchasing process

3.1 Orders

An Order is formed only upon Vates' acceptance of the ordering documentation submitted by the Purchasing Party to Vates. Where the Purchasing Party is an Authorized Partner, it acts in its own name and on its own account, and Customer does not incur any payment obligation to Vates solely by accepting these Terms.

3.2 Purchase Orders and purchasing terms

Vates' acceptance of a Purchase Order does not constitute acceptance of any purchasing, procurement or other terms appearing in or linked from it. Those



terms have no effect unless Vates expressly accepts them in signed special terms.

4. Subscription coverage and Customer responsibilities

4.1 Subscription Coverage and Co-Terming

The VMS is the technical scope of a Subscription. Hosts are the pricing metric. A VMS may not receive partial support: all covered components and Hosts within the VMS must be covered at the same Support level, unless an Order expressly states otherwise.

Customer must declare and obtain coverage for each additional Host before adding it to the VMS. An additional Host is covered only when the applicable ordering process has been completed, normally through an additional Order co-terminated with the current Subscription Term and priced on a prorated basis. Where Customer obtains Subscription Services through an Authorized Partner, Customer must make the corresponding request through that Authorized Partner. If an addition requires a higher plan under the applicable Order or pricing schedule, the higher plan applies to the whole VMS; Vates charges only the prorated difference between the replaced and new plans.

Requests to reduce the number of Hosts, and voluntary downgrades, take effect only at the next renewal. Voluntary upgrades may take effect during a Subscription Term through a co-terminated additional Order, at the prorated price difference. Plan criteria and limits are those stated in the Order or in the pricing schedule referenced by it for the relevant firm Subscription Term.

4.2 Verification of coverage

Vates may verify Subscription coverage using information made available to it in connection with the Subscription Services and may request reasonable information from Customer for that purpose. Customer must provide accurate information reasonably necessary to confirm the covered VMS and Hosts. Where an objectively identified discrepancy exists, Customer must request regularisation of the applicable coverage through the applicable ordering process; any



resulting additional Order will normally be co-termed with the current Subscription Term.

4.3 Customer cooperation and environment

Customer must provide the technical information, logs, actions and cooperation reasonably required to diagnose and address an Incident. Customer may refuse remote access without stating a reason. However, where information, access or cooperation is reasonably necessary for a particular ticket, Vates is not responsible for any delay, response target or inability to address that ticket caused by the refusal or absence of cooperation.

Customer remains responsible for its environment, data, backups, restoration testing, business-continuity arrangements, security and use of the software. Vates does not provide a backup, restoration or disaster-recovery service on Customer's behalf merely by supporting product backup features.

4.4 Out-of-scope environments and Incidents

Subscription Services do not cover: (a) modified versions, unofficial builds or non-standard integrations; (b) Incidents attributable to Customer's environment, hardware, third-party software, or failure to comply with Applicable Documentation or prerequisites; or (c) Professional Services. Any assistance outside this scope requires a separate written agreement with Vates. A brief gratuitous orientation does not expand the scope of a Subscription.

4.5 Supported versions and updates

Supported versions and channels are specified in the Vates Product Lifecycle Policy. If that policy is silent for a product, Support Services apply to the then-current stable version and its immediately preceding version. Minimum end-of-support dates are committed only for versions identified as LTS in that policy; an LTS remains supported until its published end-of-support date.

Support Services for Xen Orchestra are, unless Vates agrees otherwise in writing, limited to Xen Orchestra Appliance maintained in accordance with the Vates Product Lifecycle Policy. XOA Stable and Latest channels are eligible subject to that policy.

Customer may be required to update to a supported version or within its



supported channel where reasonably necessary for diagnosis, a fix or security. Vates is not responsible for delay or inability to address a ticket caused by Customer's refusal of such an update.

5. Subscription Term, renewal and suspension

5.1 Start and term

Each Subscription begins on the start date stated in its Order or, if none is stated, on Vates' written acceptance of that Order. It continues for the initial Subscription Term stated in the Order.

5.2 Renewal and non-renewal

Unless an Order states otherwise, each Subscription automatically renews for successive one-year periods. Either the Purchasing Party or Vates may prevent renewal by giving written notice, including by email, at least sixty (60) days before the end of the current Subscription Term. A renewal period begins immediately after the preceding period expires. Subscription Services end at expiry if not renewed.

5.3 Suspension for non-payment

If an invoice issued by Vates to the Purchasing Party remains unpaid after its due date and is not disputed in good faith with reasonable supporting detail, Vates may send the Purchasing Party a formal demand granting fifteen (15) calendar days from the day after its receipt to pay. Following that period, Vates will continue full Subscription Services for five (5) calendar days and then, for ten (10) calendar days, limit Support Services to Critical Incidents as described in the Support Policy. Vates may then suspend the Subscription Services associated with the unpaid invoice, whether that invoice was issued to Customer or to an Authorized Partner.

Suspension does not release the Purchasing Party from its payment obligations. Any suspension of Subscription Services under this Section is a consequence of the Purchasing Party's payment default and does not entitle Customer or the Purchasing Party to any refund, credit, Fee reduction, set-off or extension of the



Subscription Term, without prejudice to any remedy that cannot be excluded under applicable law or that results from a proven breach by Vates.

If payment is received during a suspension, Vates will restore the Subscription Services for the time remaining until the original expiry date. If the default continues, Vates may maintain the suspension until expiry and recover all amounts due.

6. Fees, invoicing and taxes

This Section 6 applies only where Customer purchases Subscription Services from Vates. Where Customer obtains Subscription Services through an Authorized Partner, Vates invoices the Authorized Partner under the applicable commercial arrangements between them, and Customer does not owe Fees, taxes, interest or recovery costs to Vates solely under these Terms.

6.1 Fees and invoices

Unless an Order states otherwise, Vates invoices Subscription Fees in advance and payment is due within thirty (30) days of the invoice date. Currency and payment method are those specified in the Order or invoice. Vates may issue invoices electronically to the billing address in the Order or by another billing means it makes available. Customer must keep its billing contact details current.

Where Customer purchases Subscription Services directly from Vates, any discount applied by Vates applies only to the initial Subscription Term.

Upon expiry of the applicable discount period, Fees for each renewal term will be Vates' then-current generally applicable Fees for the renewed Subscription plan and scope. Vates will notify Customer at least ninety (90) days before the end of the current Subscription Term of any increase in those generally applicable Fees that will apply to the next renewal term. Failure to give such notice prevents that increase from applying to the next renewal term but does not extend any discount beyond its agreed expiry date.

6.2 Late payment and invoice disputes

Without prejudice to Section 5.3, late amounts bear interest from the day after their due date at the most recent European Central Bank main refinancing



operation rate plus ten (10) percentage points. Vates may also charge the statutory fixed recovery indemnity of EUR 40 per unpaid invoice and any additional reasonable, documented recovery costs, in accordance with Article L.441-10 of the French Commercial Code.

Invoice disputes must be submitted in writing within thirty (30) calendar days after the invoice date, state the reasons and include available supporting information. The undisputed portion remains payable when due. This administrative process does not limit mandatory rights or legal remedies.

6.3 Taxes and withholding

Fees exclude VAT and similar transactional taxes. Customer is responsible for all taxes connected with an Order, other than taxes based on Vates' net income. If withholding tax is legally required, Customer must cooperate in seeking any available reduction or exemption, provide official evidence of the withholding, and increase the payment so that Vates receives the net amount it would have received without withholding.

7. Support Services and operational policies

7.1 Support Policy

The Support Policy describes ticket channels, authorised Support contacts, Business Hours, severity definitions, target initial response times, dependencies and exclusions. Vates will use commercially reasonable efforts to meet the targets in the Support Policy. Those targets are not guaranteed response, resolution or restoration times and do not create service credits, automatic refunds or penalties.

Customer may initially classify an Incident by severity under the Support Policy and Vates may reasonably reclassify the Incident and revise the classification if circumstances change.

7.2 Support System

New tickets must be opened by Customer's authorised Support contacts through the Support System, which constitutes the sole mean to obtain Support from



Vates. Commercial communications, including Orders and quotations, do not constitute Support tickets.

7.3 Provision of Support

Vates may provide Subscription Services through its Affiliates or service providers and remains responsible for their performance under these Terms. Vates may provide Support from any location, including through a follow-the-sun organisation, subject to the DPA and applicable data-transfer requirements.

Unless an Order states otherwise, Customer may access the Vates Support System directly. Where an Order provides that an Authorized Partner supplies first-line support, Vates may direct Customer to the Authorized Partner for that first line.

8. Intellectual property

Each party retains all rights in its own materials. Subject to the open source licences referred to in Section 2.2, Vates retains all rights in the Subscription Services, Support System, tools, documentation, trademarks and other Vates materials. Customer may use the documentation only as necessary to receive and use the Subscription Services.

Vates may use, reproduce, adapt and incorporate any feedback or suggestion Customer provides regarding the Subscription Services without obligation or compensation to Customer.

Vates represents that it has the rights necessary to provide the Subscription Services and Applicable Documentation, and will defend and indemnify Customer against any third-party claim that a proprietary element provided by Vates as part of the Subscription Services infringes a patent, copyright or trade secret, provided that Customer promptly notifies Vates of the claim and gives Vates sole control of its defence and settlement. If such a claim prevents, or is likely to prevent, the provision of the affected Subscription Services, Vates may, at its option, procure Customer's right to continue receiving them, replace or modify the affected proprietary element without materially reducing the Subscription Services, or terminate the affected Subscription Services and refund the prorated portion of prepaid Fees actually received by Vates for the unused period. This paragraph does not apply to claims arising from open source software,



modifications or combinations not made by Vates, non-compliant use, or Customer's data, instructions or content.

9. Confidentiality

Each party may use the other party's Confidential Information only to perform or receive the Subscription Services and may disclose it only to personnel, Affiliates and service providers who need to know it and are bound by confidentiality obligations at least as protective as this Section.

"Confidential Information" means information marked confidential or which, by its nature or the circumstances of disclosure, should reasonably be understood to be confidential. It excludes information that the receiving party can demonstrate: (a) was lawfully known without confidentiality obligation before disclosure; (b) becomes public without breach of these Terms; (c) is lawfully received from a third party without confidentiality obligation; or (d) is independently developed without use of the disclosing party's Confidential Information.

These obligations continue for three (3) years after expiry or termination, and for so long as the information remains protected as a trade secret under applicable law.

10. Personal data

The parties acknowledge that, when Vates accesses or receives Customer Personal Data strictly to diagnose or resolve a Support ticket, Vates acts as processor and Customer acts as controller. The DPA is incorporated by reference into these Terms and governs that processing.

Vates acts as an independent controller for business contacts, user and account administration, relationship management, Orders, billing, security, compliance and the establishment, exercise or defence of legal claims. The DPA does not apply to those independent processing activities.

Vates may process Customer Personal Data for Support from countries outside the European Economic Area, unless Customer gives a documented contrary instruction that is reasonable and technically feasible; applicable transfer safeguards remain governed by the DPA.



11. Warranties and disclaimers

Vates warrants that it will provide Support Services with reasonable care and skill in accordance with generally accepted professional practice. Customer must notify Vates of an alleged breach of this warranty in writing, with sufficient detail, within thirty (30) days after the relevant Support Services. Customer's contractual remedy for a proven breach is re-performance of the affected Support Services. Where the conditions for termination under Section 14 are met, Customer may elect either re-performance or termination of the affected Subscription Services and the applicable refund under Section 14, but may not obtain both remedies for the same breach.

Except for express commitments in these Terms, an Order and the Applicable Documentation, and to the fullest extent permitted by law, Vates disclaims all other warranties, including warranties of uninterrupted or error-free operation, resolution of any Incident, availability of any fix or update, and fitness for a particular purpose.

12. Limitation of Liability

To the fullest extent permitted by applicable law, neither party is liable for indirect, incidental, special, consequential or punitive damages, or for loss of profits, revenue, business, goodwill, opportunity, anticipated savings, data, data corruption, business interruption or costs of replacement services, arising out of or relating to these Terms, even if advised of the possibility of such damages.

Vates' aggregate liability arising out of or relating to an affected Subscription shall not exceed the Subscription Fees actually received by Vates for that Subscription during the twelve (12) months immediately preceding the event giving rise to the claim.

Nothing in these Terms excludes or limits liability for fraud or for any other matter that cannot be excluded or limited under applicable law. Nothing in this Section limits Customer's obligation to pay all undisputed Fees, taxes, interest and collection costs due to Vates under an Order.

13. Indemnity by Customer



Customer will defend and indemnify Vates, its Affiliates and their personnel against third-party claims, losses, liabilities, damages and reasonable costs arising from: (a) Customer's data, content or instructions; (b) Customer's use of the Subscription Services in breach of these Terms, an Order, Applicable Documentation or applicable law; (c) services Customer supplies to its own customers; or (d) Customer's breach of these Terms or applicable law, except in each case to the extent caused by Vates' own fault.

Vates must give Customer reasonably prompt written notice of a claim, permit Customer to control the defence and settlement, and provide reasonable cooperation at Customer's cost. Customer may not settle a claim in a manner that admits fault by, or imposes an obligation on, Vates without Vates' prior written consent.

14. Termination

Other than for payment default under Section 5.3, Vates or Customer may terminate the affected Subscription Services for a material breach by the other if the breach is not cured within thirty (30) days after written notice. A breach incapable of cure, including a serious breach of confidentiality, may justify immediate termination. Where Customer purchased the affected Subscription Services from Vates, their termination terminates the corresponding Order. Where Customer obtained them through an Authorized Partner, their termination ends Customer's entitlement to those Subscription Services under these Terms, the resulting commercial consequences between Vates and the Authorized Partner being governed separately. Mandatory rules relating to insolvency proceedings remain unaffected.

If Vates' material breach is established, Vates will refund the prorated portion of prepaid Fees actually received by Vates for the affected Subscription corresponding to the unused period after termination. If termination results from Customer's breach, or Customer ends the Subscription without a contractual right to do so, no refund is due and amounts already due remain payable. Whenever these Terms require Vates to provide a refund or credit, it is provided to the Purchasing Party that paid the relevant Fees to Vates. Customer therefore receives that refund or credit only where it paid the relevant Fees to Vates. Where an Authorized Partner paid those Fees to Vates, Customer's rights in respect of



amounts paid to the Authorized Partner are governed by its separate agreement with that Authorized Partner.

Upon expiry or termination of affected Subscription Services: (a) Vates ceases providing those Subscription Services; (b) Customer's rights under applicable open source licences remain unaffected; (c) accrued payment obligations and rights or claims arising before expiry or termination remain unaffected; and (d) Sections 2.2 (Open source software), 8 (Intellectual property), 9 (Confidentiality), 10 (Personal data), 12 (Limitation of Liability), 13 (Indemnity by Customer), 14 (Termination) and 17 (General), together with any other provision that by its nature is intended to survive, remain in effect. Return, deletion or continued retention of Customer Personal Data is governed by the DPA.

15. Changes to these Terms and Applicable Documentation

Vates may update these Terms and Applicable Documentation from time to time. Non-material, clarifying, operational or security-related changes may take effect during a Subscription Term upon notice by email, publication on Vates' website, or another reasonable electronic means made available by Vates. Changes required by law may take effect as necessary to comply with that law.

No update under this Section may shorten a minimum end-of-support date already published for an LTS version, unless continuing support until that date would be unlawful.

Vates will give at least thirty (30) days' prior notice before making a material change that adversely affects Customer. Customer may terminate the affected Subscription Services before that change takes effect. Vates will then provide the Purchasing Party with a prorated refund of prepaid Fees actually received by Vates for the unused period of the affected Subscription, in accordance with Section 14. An Order's scope, price, duration or negotiated special terms may be changed only by written agreement of the relevant parties.

16. Compliance, suspension and insurance

Each party will comply with export-control and sanctions laws applicable to it. Customer must not make Subscription Services available to any person, entity,



destination or end use prohibited by those laws. Vates may refuse, limit or suspend Subscription Services when it reasonably considers this necessary for compliance, without liability for resulting delay.

Vates will maintain professional-liability insurance appropriate to its activities and will provide evidence of that insurance upon Customer's reasonable written request.

17. General

17.1 Notices

Contractual notices must be in writing and sent to the contacts stated in the applicable Order. Email is sufficient unless mandatory law requires another method. Orders and commercial communications are handled by email or another commercial means made available by Vates, not through the Support System.

17.2 Assignment

Customer may assign an Order to an Affiliate or to a successor in connection with a merger, acquisition or transfer of the relevant business, on written notice and provided the assignee assumes all obligations. Any other assignment requires Vates' consent, which will not be unreasonably withheld. Vates may reasonably refuse consent for objective reasons including sanctions, payment risk, a direct competitor, or a material change in scope or intended use.

Vates may assign these Terms or an Order to an Affiliate or in connection with a reorganisation, merger or transfer of all or a substantial part of its business, on written notice to Customer.

17.3 Force majeure

Neither party is liable for delay or failure caused by force majeure within the meaning of Article 1218 of the French Civil Code. The affected party must promptly notify the other and use reasonable efforts to limit the duration and effects. If the event continues for more than ninety (90) days, Vates or Customer may terminate the affected Subscription Services by written notice. Where the event prevents Vates from providing those Subscription Services, Vates will provide the



Purchasing Party with a prorated refund of prepaid Fees actually received by Vates for the unused period after termination, in accordance with Section 14. No refund is due where the event affects only Customer's or the Purchasing Party's ability to use the Subscription Services or to perform its payment obligations.

17.4 References

Vates may identify Customer by name and logo in a general customer list in accordance with Customer's applicable brand guidelines. Case studies, testimonials, quotations, press releases or other detailed communications require Customer's prior written consent. This Section survives the expiration or termination of these Terms and any Order for a period of two (2) years, however Customer may at any time ask Vates to remove its name and logo in the general customer list and Vates will comply with that request within a reasonable period, not exceeding thirty (30) days.

17.5 Relationship; third parties; entire agreement

The parties are independent contractors. These Terms do not create a partnership, joint venture, agency, employment or representation relationship. No third party has a right to enforce these Terms, except where mandatory law or an applicable open source licence provides otherwise.

These Terms, each Order, signed special terms and documents expressly incorporated by reference constitute the entire agreement concerning the applicable Subscription and supersede prior discussions on that subject. Headings are for convenience only. A waiver must be in writing and applies only to the specific instance. If any provision is unenforceable, the remaining provisions remain in effect.

17.6 Priority and language

In case of conflict, signed special terms prevail over the Order, which prevails over these Terms. The DPA prevails only with respect to the processing of Customer Personal Data. The Support Policy prevails only with respect to operational Support procedures, channels, severity classifications and service targets, and does not modify the provisions of these Terms concerning acceptance, Fees, warranties, remedies, liability or termination. The Vates Product Lifecycle Policy



prevails only with respect to supported products, versions, channels and published lifecycle dates, subject to Sections 4.5 and 15.

The English version of these Terms prevails over any translation, subject to mandatory local law.

17.7 GOVERNING LAW AND JURISDICTION

THESE TERMS AND EACH ORDER ARE GOVERNED BY FRENCH LAW. ANY DISPUTE ARISING OUT OF OR RELATING TO THEM IS SUBJECT TO THE EXCLUSIVE JURISDICTION OF THE COMPETENT COURTS OF GRENOBLE, FRANCE, SUBJECT TO MANDATORY APPLICABLE LAW.

