

General terms and conditions – Provisions of Services

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Article 1 – Purpose and scope of application

VATES is a company registered on the Grenoble Trade under the reference 752 155 259 and headquartered at 17 rue Aime Beret - 38000 Grenoble - France, acting in the IT Services (hereinafter referred to as **"VATES"**).

These General Terms and Conditions () are applicable to all VATES' quotes or technical and commercial offers (hereinafter **"Quotes"**) and orders (hereinafter referred together to as **"Reference Documents"**) and the associated Statement of Work (SOW) between the Company VATES and the customer designated in the Reference Documents, hereinafter referred to as the **"Customer"**, for provision of services ordered by the Customer (hereinafter the **"Services"**).

These GTC take precedence over all conditions that have not been expressly accepted by VATES, in particular the Customer's General Conditions. By accepting a quote or commercial offer from VATES or by placing an order referring to the VATES quote/commercial offer, the Customer is considered as accepting fully and unconditionally these GTC and the SOW specifying the performance conditions of the Services supplies.

In addition to the Reference Documents, the Parties sign a Statement Of Work (SOW) specifying the content of each Service mentioned in the Quote.

The following documents, which in the event of any conflict take precedence in the order in which they are listed hereafter, form the **Agreement** between the Parties and contain the entirety of their obligations:

- The present General terms and Conditions
- The Statement of Work
- The Reference Documents (being understood that in case of contradiction between an Order and a Quote, the Quote shall prevail)

Article 2 – Orders

Order acceptance: An order is deemed as accepted once formalized by the Customer by means of a purchase order of the Customer expressly referring to a Quote issued by VATES or a Quote issued by VATES duly countersigned by the Customer with the terms "Read & Accepted." VATES is bound by the commitments specified in the Reference Documents, reiterated on the order form and the associated SOW.

Order modification: An order is only definitive further to VATES's express acceptance; any modifications requested by the Customer, in particular as regards quantities, quality, specifications or the performance schedule, are subordinated to VATES's written acceptance.

The Customer will pay VATES all costs incurred and bear all direct or indirect consequences which result from order modification and possibly extended deadlines.

Order cancellation: No order cancellation shall be taken into account if it is not accepted by VATES. In which case, the Customer will refund VATES for all costs incurred (in particular specific equipments, study costs, manpower) and for resulting direct or indirect consequences. Furthermore, any deposit already paid will be kept by VATES.



Article 3 – Performance of services

3.1 – Place of achievement of the Services

The place of achievement of Services is mentioned in the SOW (by default, it is remote). Any modification of the place of performance must necessarily be agreed in written by the Parties.

If the services are to be performed at Customer's site, VATES's personnel shall, while on the Customer's premises, comply with all facility, safety and security rules and regulations for such premises which has been communicated to VATES.

The Customer undertakes to make available to VATES's personnel the same work conditions as those he provides for its own personnel.

VATES's personnel shall respect the Customer's opening hours.

3.2 – Management

VATES shall sole manage and control its personnel.

Personnel provided or identified in the SOW in connection with the Quote will at all times be, and be considered, employees or contractors of VATES, who shall be responsible for them.

Any claim regarding the Services shall be addressed to the VATES contact person as provided in the SOW.

Neither VATES nor its employees shall receive, or be eligible for, any benefits the Customer provides for its employees, including but not limited to vacation pay, paid holidays, life, health and disability insurance, and pension or plans.

VATES shall not be subject to the work schedules or vacation periods, which apply to the Customer employees.

VATES or its employees also may take vacation(s) at its own convenience, subject only to completion of the Services for which it is responsible by the required deadlines.

3.3 – Schedule

If a schedule of the Services is provided, it is set out in the SOW being understood that this is an estimated duration which does not constitute a VATES commitment.

VATES will do its best efforts to respect the schedule, which can in no way be considered binding.

Article 4 – Obligations of each party



VATES and the Customer shall provide active and regular collaboration in execution of the Agreement. The Customer undertakes to :

- define his needs and under his responsibility establish if necessary the specifications providing the basis for the study, design or execution tasks of the Services entrusted to VATES,
- provide VATES all means necessary for the performance of the Services,
- communicate all new elements that may affect the performance of the Services as soon as it becomes aware of them,
- designate an interlocutor to facilitate and coordinate communication with VATES relating to this Agreement. If this interlocutor is defaulting, the Customer shall replace him as quick as possible,
- take all precautions in respect of any damage which may occur to files, computer memory or other documents used for the performance of the Services,
- have obtained all necessary authorizations to use any software package, documentation and more generally any object covered by an intellectual or industrial property right belonging to a third Party and put at disposal of VATES for the implementation of the Services.

Unless otherwise provided in between the Parties, the Customer shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation and other facilities and services necessary for the proper execution and completion of the Services, whether temporary or permanent and whether or not incorporated in the Services.

- The Customer undertakes to comply with all prerequisites communicated by VATES, notably the prerequisites set out in the SOW and particularly the following prerequisites in the event of remote implementation of the Services: allow access to customer's infrastructure
- good quality network
- give authorization to remotely access necessary equipment and software.

VATES undertakes to:

- appoint the members of his personnel with the necessary qualifications and capabilities of executing the Services in order to provide the Services of its ability,
- appoint a person who shall be the contact person with relation to the Customer, replacing this contact person without delay in case of necessary,
- use the information communicated by the Customer exclusively for the purposes of the Services,
- be adequately trained to perform the Services.

The Parties acknowledge and agree that the Services are time and material Services, and as such do not include any obligation of result (whether in terms of planning, compliance, etc.). VATES shall do its best efforts to perform the Services with reasonable diligence in a professional and workmanlike manner, consistent with generally accepted standards in the industry and in compliance with any and all French applicable laws, rules and regulations.

VATES shall observe the business policies, procedures and security requirements of the Customer relating, to working conditions and business hours. Any exceptions to this requirement must be made by prior written request to the Customer and approved by an authorized representative of the Customer.

VATES warrants that the Services shall conform to the specifications of the SOW associated to the Referenced Documents. In the event that the SOW was not implemented, the Services shall comply with the provisions specified in the Quote.

VATES does not warrant that the Service is or will be without defect or error.

The Customer shall reimburse VATES for out-of-pocket expenses reasonably incurred in rendering the Services, including without limitation, reasonable travel and transportation expenses, lodging and meals.



Article 5 – Duration

Prices of Services, subject matter of the order, are specified in the Quote issued by VATES and previously accepted by the Customer.

The Customer shall pay VATES for the Services the amount specified in the Quote. The Services provided under this Agreement shall be remunerated pro rata the time spent by VATES as per the SOW.

The estimation of time spent or consumption of goods or services for the Services shall be considered merely indicative and shall not be binding on VATES nor be assimilated in any way to a lump-sum amount.

All amount payable under this Agreement are exclusive of any Valued Added Tax which shall be paid at the rate and in the manner for the time being prescribed by law.

VATES shall keep complete and detailed records relating to its performance of Services hereunder, including records of time spent and tasks performed. VATES shall make such records available to the Customer at the Customer's request at reasonable times and intervals in order to allow the Customer to verify the correctness of invoices submitted by VATES.

The total amount of the Services, as mentioned in the Quote are invoiced by VATES at the date of the Order. Payment may be made by bank transfer in Euros. The sums due to VATES are payable in full at the latest thirty (30) days after the date of VATES' invoice, subject to any specific stipulations to the contrary agreed in the Reference Documents.

If payment is not performed on the specified date, all amounts owed become immediately payable without prior injunction; this includes amounts which are not yet mature. In addition, amounts owed shall be increased by late payment penalties at three times the currently prevailing legal interest rate. Further to Decree, the Customer in a late payment situation shall also ipso jure owe VATES a fixed indemnity for collection costs; this currently amounts to EUR 40 (forty Euros).

If the Customer's solvency significantly deteriorates or if the latter's company or business is sold, rented or all or part thereof is pledged, VATES shall be entitled either to demand payment in advance or additional guarantees, as it deems fit.

If a mature invoice is not paid in full, and subsequently to serving notice to perform to no avail within 48 hours, VATES reserves the possibility of suspending all ongoing and/or future services. If the Customer places an order with VATES without having paid previous orders on the relevant due dates, VATES shall be entitled to refuse such order and the services without the Customer being able to claim any compensation whatsoever for any reason whatsoever.



Article 6 – Intellectual property

6.1 – Pre-existing rights

The Customer declares having obtained the necessary authorizations and all intellectual or industrial property rights necessary to the performance of the Services or relating to the elements he can put at the disposal of VATES. If the Customer fails to comply with this obligation, he shall bear such financial consequences as may arise as a result.

The Customer retains all rights he holds on patents, software, drawings and designs, know-how and information used by VATES.

VATES retains all pre-existing rights he holds on patents, software, drawings and designs, know-how and information.

VATES shall remain the owner of any methods, tools, software and know-how used or realized within the scope of performance of the Services.

6.2 – Right of use

VATES assigns to the Customer a right of use on the results of the Services for the Customer's own requirements, throughout the world and for the full term of protection laid down in the Intellectual Property Code.

Article 7 – Confidentiality

7.1

Each Party acknowledges that all information concerning the other Party is "Confidential and Proprietary Information." Each Party agrees that it will not permit the duplication, use or disclosure of any such Confidential and Proprietary Information to any person (other than its own employees who must have such information for the performance of obligations under this Agreement), unless authorized in writing by the other Party. Each Party further agrees and understands that in the event a Party or any of its administrators, trustors, trustees, beneficiaries, predecessors, successors, subsidiaries, principals, agents, servants, employees and/or representatives, breach its duty of confidentiality under this Agreement, the non-breaching Party shall be entitled to all remedies available at law or in equity.

This undertaking shall remain in full force and effect through the termination of this Agreement and for the 3 (three) years thereafter.

7.2



Notwithstanding the above, neither Party shall be liable for use or dissemination of any Confidential and Proprietary Information which:

- (i) is already known to such Party at the time of receipt from the other Party;
- (ii) is publicly available prior to receipt from the other Party;
- (iii) becomes publicly available after receipt from the other Party through no fault of the receiving Party;
- (iv) is received from a third Party without breach of this Agreement by the receiving Party;
- or (v) is or has been developed by the receiving Party independently of the disclosing Party.

7.3

In the event either Party receives a subpoena or other validly issued administrative or judicial process demanding Confidential and Proprietary Information of the other Party, the recipient shall promptly notify the other Party and tender to it the defense of such demand. Unless the demand shall have been timely limited, quashed or extended, the recipient shall thereafter be entitled to comply with such demand to the extent permitted by law. If requested by the Party to whom the defense has been tendered, the recipient shall cooperate (at the expense of the requesting Party) in the defense of a demand.

Article 8 – Warranty – Liability

VATES certifies that it has contracted an insurance policy concerning its obligations under this Agreement.

VATES can only be liable in the event of proven negligence.

The Parties acknowledge that the provisions of the present clause shall be decisive in their intention to enter into the present Agreement and that the agreed price reflects the apportionment of risk between the Parties and the resultant limitation of liability.

Except in respect of injury to or death of any person the liability of VATES under this Agreement shall not exceed the amount paid under the Reference Documents subject to the dispute.

Indirect prejudices suffered by the Customer are excluded from any compensation application. Indirect prejudices, without this list being exhaustive, are in particular understood as being loss of turnover, operating loss, commercial prejudice, income shortfall or any claims filed by any third party whomsoever against the Customer.

The Parties acknowledge that the provisions of this clause are decisive in their decision to enter into this agreement and that the agreed price reflects the division of risk between the Parties and the resulting liability limitation.



Article 9 – Subcontracting

VATES shall be entitled to sub-contract performance of its obligations to one or several subcontractors selected thereby.

VATES shall at all events remain liable vis-a-vis the Customer for the execution of all his contractual obligations under the Agreement and compliance with the latter on the part of his subcontractors.

Article 10 – Independent contractor relationship

The relationship of the Customer and VATES is that of independent contractor only and is not employer-employee. VATES will have sole authority and independent control over the means by which any services are performed. VATES shall retain the right to perform any services for others during the term of this Agreement. VATES is not an agent of the Customer and has no authority whatsoever to bind the Customer by representations, contract or agreement of any kind. VATES agrees to use reasonable care and judgment in rendering any services.

Article 11 – Non solicitation

Each Party hereby agrees that, without the prior written consent of the other Party, it shall not directly or indirectly solicit any employee of the other Party to work for it and shall not engage any such employees, including if the initial request is made by the employee. This prohibition shall apply throughout the term of this Agreement and for twelve months after its termination or expiry. If either Party breaches this obligation, it shall be required to immediately pay the other Party twelve times the last gross monthly remuneration of the employee in question as compensation.

Article 12 – Entire agreement, amendment

This Agreement including the present GTC and the SOW duly attached constitutes the complete and exclusive statement of the Agreement between VATES and the Customer for the implementation of the Services and supersedes all oral or written proposals, prior agreements and other prior communications between the Parties, concerning the subject matter of this Agreement. No amendment, waiver or modification of this Agreement shall be binding unless it is in writing and signed by authorized officers of both Parties. Headings are for convenience only, and do not affect interpretation.



Article 13 – Waiver

No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. No waiver of any of the provisions of this Agreement or the failure to exercise any right herein shall be deemed nor shall constitute a waiver of any other provision, whether or not similar, nor shall a waiver be deemed a continuing waiver.

Article 14 – Binding effect

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto as well as their respective successors, assigns and legal representatives, and likewise shall be binding upon the heirs, successors and assigns thereof. If any of the provisions of this Agreement are held to be invalid under any applicable statute or rule of law, they are, to that extent, deemed omitted, and the validity of the remaining provisions shall not be affected thereby. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall, nevertheless remain in full force and effect in all other circumstances. Any invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of any other of its provisions.

Article 15 – Force Majeure event

The supplier's liability shall not be committed if the non-performance or delay in performing any one of its obligations specified in these General Sales Conditions results from a force majeure event. As understood by Article 1148 of the French Civil Code, force majeure or fortuitous events are events which are independent of the parties' intentions, which they could not reasonably be under obligation of foreseeing, that they could not reasonably prevent or overcome, insofar as the occurrence thereof renders obligations' performance totally impossible.

Article 16 – Assignment

The present Contract may not be the subject of a total or partial assignment by one of the Parties without the prior written agreement of the other Party.

However, VATES reserves the right to assign the Agreement to a company in his Group, whether a subsidiary or parent company, under the terms of Article L 233.3 of the Commercial Code.



Article 17 – Applicable law / Power of jurisdiction

These General Conditions (CG) are governed by French law.

ANY DISPUTE OR CONTESTATION TO WHICH THE EXECUTION OF THESE CG COULD GIVE RISE, AND WHICH COULD NOT HAVE BEEN THE SUBJECT OF AN AMICABLE AGREEMENT WITHIN THE FRAMEWORK OF THE CONCILIATION PROCEDURE, WILL FALL UNDER THE EXCLUSIVE JURISDICTION OF THE COMMERCIAL COURT OF GRENOBLE, NOTWITHSTANDING MULTIPLE DEFENDANTS OR A WARRANTY CALL, EVEN FOR EMERGENCY OR CONSERVATORY PROCEDURES, BY SUMMARY JUDGMENT OR BY PETITION.

