

Vates Tech Preview Program Terms

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VATES Tech Preview Program Terms

These Terms and Conditions for the Vates Technology Preview Program (the **"Terms"**) govern participation in the Vates Technology Preview Program.

The Terms are entered into between **Vates SAS** , a French simplified joint-stock company registered under number 752 155 259 (**"Vates"**), and the legal entity identified in the application to participate in the Program and whose application has been accepted in writing by Vates (the **"Participant"**).

Vates and the Participant are individually referred to as a **"Party"** and collectively as the **"Parties"** .

The Program is available exclusively to legal entities acting for professional purposes. The individual accepting these Terms on behalf of the Participant represents that they are authorized to bind the Participant.

These Terms become effective on the date on which Vates confirms the Participant's acceptance into the Program, unless another date is specified in the applicable Preview Notice (the **"Effective Date"**).

1. DEFINITIONS

For the purposes of these Terms:

"Code Contribution" means any source code, patch, pull request, script, technical documentation or other copyrightable technical material submitted by or on behalf of the Participant for potential inclusion in a Vates project or product.

"General Availability" or **"GA"** means the release of a product or feature by Vates for general commercial availability.

"Feedback" means any comments, suggestions, evaluations, test results, bug reports, troubleshooting information or other input provided by the Participant in connection with the Program. Feedback does not include Code Contributions.

"Non-Public Preview Materials" means any Technology Preview, source code, binary, branch, private repository, documentation, credential or related material that Vates has not intentionally made publicly available.

"Open Source Component" means any software or other material made available under an open source license identified by Vates.

"Preview Notice" means any written notice issued or approved by Vates describing a particular Technology Preview and any specific conditions applicable to it.

"Production Environment" *** means any live environment, system or workload used to conduct business operations, provide services, process actual business data or support operational or business-critical activities.



"Technology Preview" or **"Preview"** means any pre-release software, feature, update, configuration, tool, interface, API, documentation or related material made available by Vates under the Program. A Technology Preview may include both Open Source Components and Non-Public Preview Materials.

2. PROGRAM AND PREVIEW NOTICES

2.1 Purpose and selection

The Program allows selected Participants to evaluate experimental or pre-release Vates technology and provide Feedback.

Participation is subject to Vates' prior written acceptance. Vates may accept or reject any application and determine which Technology Previews are made available to each Participant.

Unless otherwise agreed in writing, participation is free of charge and does not constitute a purchase, pre-order or commitment by either Party to enter into any future commercial agreement.

2.2 Preview Notice

Each Technology Preview may be described in a Preview Notice setting out, where relevant, its scope, evaluation period, technical requirements, permitted environment, known risks, applicable licenses, data restrictions and any additional conditions.

In the event of a conflict, the applicable Preview Notice shall prevail over these Terms for the Technology Preview concerned.

An applicable open source or third-party license shall prevail solely in relation to the component governed by it.

2.3 Experimental status

The Participant fully acknowledges and agrees that Technology Previews may be incomplete, unstable, insecure, incompatible with other software or with some hardware, materially changed or discontinued at any time.

The Participant fully acknowledges and agrees that Vates does not commit to correcting, maintaining or supporting any Technology Preview, implementing any Feedback, accepting any Code Contribution, providing any upgrade, migration, compatibility or data recovery process, releasing any Technology Preview into General Availability, publishing any source code, or applying any particular license to any future release.

The fact that Vates publishes other software under open source licenses does not create any obligation to release a Technology Preview or make its source code publicly available.



3. ACCESS, OPEN SOURCE AND RESTRICTIONS

3.1 Non-Public Preview Materials

Subject to compliance with these Terms, Vates grants the Participant a limited, temporary, revocable, non-exclusive, non-transferable and non-sublicensable right to access and use Non-Public Preview Materials solely for its internal testing and evaluation, during the period authorized by Vates, in the approved test environment, and in accordance with the Preview Notice and Vates' instructions.

3.2 Open Source Components

Open Source Components are governed by their applicable open source licenses.

Nothing in these Terms restricts, supersedes or withdraws any right validly granted under such licenses. It is reminded that an open source license does not entitle the Participant to access private repositories, non-public branches or updates.

3.3 Authorized users

The Participant may allow its personnel and contractors who need access for the evaluation to use Non-Public Preview Materials, provided that they are bound by appropriate confidentiality obligations.

The Participant remains responsible for their compliance with these Terms.

No other third party may access Non-Public Preview Materials without Vates' prior written approval.

3.4 Restrictions

Except where expressly permitted by an applicable open source license, the Preview Notice, or a written authorization by Vates, the Participant shall not:

- a. sell, sublicense, distribute, publish or make Non-Public Preview Materials available to any third party;
- b. use them to provide services to a third party;
- c. modify, adapt or create derivative works from them;
- d. reverse engineer, decompile or disassemble them;
- e. circumvent access controls or technical restrictions;
- f. remove proprietary or confidentiality notices;
- g. represent that a Technology Preview is supported, certified or generally available.



Nothing in this Article restricts the lawful use, modification or redistribution of an Open Source Component under its applicable license.

4. EVALUATION ENVIRONMENT, DATA AND SECURITY

4.1 Non-production use

The Participant shall use each Technology Preview under the Program only in an isolated test or evaluation environment.

The Participant **shall not** use a Technology Preview under the Program:

- a. in a Production Environment;
- b. to provide any live service;
- c. to process any production or business-critical workload;
- d. as the sole means of storing, securing, backing up or recovering data; or
- e. where failure, interruption, corruption or security compromise could cause material harm.

Use of an Open Source Component independently of the Program may be permitted under its applicable license, but such use is outside the Program and is not covered by any Program assistance or commitment.

4.2 Technical precautions

The Participant shall:

- a. maintain appropriate separation between the Preview and its Production Environment;
- b. implement reasonable access controls and security measures;
- c. maintain any backups and recovery procedures it considers necessary;
- d. review the Preview Notice and risk information before deployment;
- e. comply with Vates' reasonable technical and security instructions; and
- f. promptly report significant defects, incidents, anomalies or suspected vulnerabilities.

4.3 Test data

Unless Vates gives its prior express written approval, the Participant shall not use any real personal data, production data, credentials, regulated data or other sensitive information in connection with a Technology Preview.



Before sending logs, screenshots, configuration exports or other diagnostic information to Vates, the Participant shall remove or redact personal data, production data, credentials, secrets and third-party confidential information.

Unless the Parties enter into a separate written data processing agreement, the Program is not intended to involve Vates processing personal data on behalf of the Participant.

4.4 Business contact data

Vates may process limited personal data relating to the Participant's professional representatives for the administration of the Program, including names, professional contact details, communications, participation records and attributable Feedback.

Vates acts as an independent data controller for such processing and shall process such data in accordance with applicable data protection laws and Vates' Privacy Policy.

The Participant shall ensure that its representatives are appropriately informed.

4.5 Security incidents and vulnerabilities

The Participant shall notify Vates without undue delay of any unauthorized access to a Technology Preview, compromise of Program credentials, security incident involving Vates systems or information, suspected vulnerability, or unauthorized disclosure of Vates' confidential information.

The Participant shall not publicly disclose a non-public vulnerability relating to a Technology Preview without Vates' prior written approval, except where required by mandatory law.

Vates may immediately suspend access where continued use may create a security, legal, technical or operational risk.

5. ASSISTANCE, CHANGES AND DISCONTINUATION

5.1 Assistance

Vates may appoint a designated contact and provide reasonable technical assistance, subject to personnel availability.

Such assistance is provided on a reasonable-efforts basis, not subject to any service level, response time or resolution commitment, may be limited, suspended or withdrawn at any time, and does not create any obligation to correct a defect or provide an update.

Technology Previews are not covered by Vates' standard maintenance or support commitments.

5.2 Changes and discontinuation



Vates may at any time modify, replace or remove functionality, change APIs, formats, configurations or technical requirements, require an update, reinstallation or configuration change, restrict or suspend access to Non-Public Preview Materials, or discontinue any Technology Preview or the Program.

No prior notice is required where immediate action is reasonably necessary for security, legal, technical or operational reasons.

5.3 No migration commitment

Vates does not guarantee that the Participant will be able to migrate between Preview versions, from a Preview to a General Availability version, from a private branch to a public version or to any other product.

The Participant shall assume that its Preview environment, data and configurations may need to be deleted or rebuilt.

6. CONFIDENTIALITY AND PUBLIC COMMUNICATIONS

6.1 Confidential information

Confidential Information means any non-public information disclosed by one Party to the other that is identified as confidential or should reasonably be understood to be confidential given its nature or the circumstances of its disclosure.

The receiving Party shall use the disclosing Party's Confidential Information solely for the purposes of the Program, protect it using at least reasonable care, disclose it only to persons who need to know it for those purposes and are bound by appropriate confidentiality obligations, and not disclose it to any other person without the disclosing Party's prior written consent.

These obligations shall not apply to information that the receiving Party can demonstrate was lawfully known to it without restriction before disclosure, becomes publicly available without breach of these Terms, is lawfully received from an authorized third party without confidentiality restrictions, or is independently developed without use of the Confidential Information.

A Party may disclose Confidential Information to the extent required by applicable law, regulation, court order or governmental authority, provided that, where legally permitted, it gives the other Party prior notice and discloses only the minimum information required.

6.2 Technology Preview confidentiality

All Non-Public Preview Materials and related non-public information, including non-public features, screenshots, roadmaps, vulnerabilities, defects and test results, are Vates' confidential information.

Without Vates' prior written approval, the Participant shall not disclose them to any third party,



publicly refer to a non-public Technology Preview or its participation in the Program, publish any related benchmark or comparative result, or imply that Vates approves, certifies or endorses the Participant or any modification, fork or derivative work.

Materials intentionally made public by Vates under an open source license are not confidential solely because they relate to a Technology Preview. Publication of one component does not make other non-public information public.

6.3 Trademarks and announcements

Neither Party may issue a public announcement referring to the other Party or use the other Party's trademarks, logos or trade names without prior written approval.

6.4 Duration

Confidentiality obligations shall remain in effect for five years after disclosure.

Information constituting a trade secret shall remain protected for as long as it retains that status under applicable law.

7. FEEDBACK, CODE CONTRIBUTIONS AND INTELLECTUAL PROPERTY

7.1 Feedback

Except for Feedback expressly identified as containing the Participant's confidential information, the Participant grants Vates and its affiliates a worldwide, perpetual, irrevocable, transferable, sublicensable and royalty-free license to use, reproduce, modify, analyze and incorporate the Feedback into any product, service, documentation, process or technology.

Vates may commercialize or publish products and services incorporating or inspired by such Feedback without compensation or attribution.

Feedback containing the Participant's confidential information may be used internally by Vates to evaluate and improve its products and services, subject to Article 6.

Vates has no obligation to use or respond to any Feedback.

7.2 Code Contributions

Code Contributions are not governed by the Feedback license.

They may be submitted only through a contribution process approved by Vates and shall be governed by the applicable Contributor License Agreement, Developer Certificate of Origin, repository rules, open source license or other written contribution terms identified by Vates.



Vates may accept, reject, modify, remove or decline to merge any Code Contribution at its sole discretion.

7.3 Participant assurances

The Participant represents that it is entitled to provide any Feedback or Code Contribution and that, to its knowledge, such materials do not infringe third-party rights or contain third-party confidential information disclosed without authorization.

7.4 Ownership

Each Party retains all rights in its pre-existing software, materials, information and intellectual property.

Subject to applicable open source licenses and contribution terms, Vates and its licensors retain all rights in the Program, Non-Public Preview Materials and developments created by Vates.

8. TERM, TERMINATION, WARRANTIES AND LIABILITY

8.1 Term and termination

These Terms commence on the Effective Date and continue until terminated.

The Participant may withdraw from the Program at any time by written notice.

Vates may suspend or terminate the Participant's access, discontinue a Technology Preview or end the Program at any time. Where reasonably practicable, Vates will provide reasonable prior notice.

Vates may act immediately where necessary for security, legal, technical or operational reasons or in the event of a material breach.

8.2 Effects of termination

Upon termination, withdrawal or discontinuation, the Participant shall promptly and, in any event, within ten business days, cease using all Non-Public Preview Materials, and remove or delete them and any Vates' confidential information from its systems.

These obligations do not require the Participant to cease using or delete Open Source Components validly made available under an applicable open source license.

Termination ends all access to private repositories, non-public updates and Program assistance.

Articles concerning confidentiality, data protection, intellectual property, liability and dispute resolution shall survive termination.



8.3 Disclaimer

The Program, Technology Previews, documentation and assistance are provided “as is” and “as available”.

To the fullest extent permitted by law, Vates disclaims all warranties, including warranties relating to quality, fitness for purpose, security, availability, compatibility and non-infringement.

Vates does not warrant that a Technology Preview will operate without interruption, error or vulnerability, preserve data or configurations, be maintained or updated, become generally available or be published under an open source license.

8.4 Excluded losses

To the fullest extent permitted by law, Vates shall not be liable for indirect or consequential losses, loss of revenue, profit, business, opportunity, goodwill or anticipated savings, business interruption, loss, corruption or unavailability of data, rebuilding, reinstallation or reconfiguration costs, or damage resulting from use of a Technology Preview in breach of these Terms.

8.5 Liability cap

Subject to Article 8.6, Vates’ total aggregate liability arising out of or in connection with these Terms, the Program and all Technology Previews shall not exceed EUR 500 (five hundred euros). This cap applies collectively to all claims and events during the entire duration of the Program.

8.6 Non-excludable liability

Nothing in these Terms excludes or limits liability to the extent that it cannot lawfully be excluded or limited, including liability resulting from fraud, wilful misconduct or gross negligence where applicable.

The Participant acknowledges that the Program is experimental and ordinarily free of charge and that the limitations in these Terms are an essential basis on which Vates makes the Program available.

9. GENERAL TERMS, GOVERNING LAW AND JURISDICTION

9.1 Compliance

The Participant shall comply with all applicable laws, including export control, sanctions, cybersecurity, data protection and intellectual property laws.

Vates may immediately suspend access where reasonably necessary to comply with such laws or restrictions.



9.2 Changes to the Terms

Vates may amend these Terms by giving reasonable notice.

Material amendments will be notified at least thirty days in advance. The Participant may reject them by withdrawing from the Program before they take effect.

Vates may make immediate amendments where reasonably necessary for legal, security or urgent operational reasons. Continued participation after the effective date constitutes acceptance of the amended Terms.

9.3 Entire agreement

These Terms and the applicable Preview Notice constitute the only and entire agreement between the Parties regarding the Program.

9.4 Independent Parties and assignment

The Parties are independent contractors. Nothing in these Terms creates a partnership, agency, joint venture, employment, distribution or commercial representation relationship.

The Participant may not assign or transfer these Terms or its participation without Vates' prior written consent.

Vates may assign these Terms to an affiliate or in connection with a merger, reorganization, sale of assets or transfer of the relevant business.

9.6 Governing law and jurisdiction

These Terms and any non-contractual obligations arising out of or in connection with them shall be governed by French law. Before commencing formal proceedings, the Parties shall use reasonable efforts to resolve disputes through good-faith discussions. This does not prevent either Party from seeking urgent or protective relief.

ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, INCLUDING THEIR EXISTENCE, VALIDITY, INTERPRETATION, PERFORMANCE OR TERMINATION, SHALL FALL WITHIN THE EXCLUSIVE JURISDICTION OF THE COMMERCIAL COURT OF GRENOBLE (FRANCE), INCLUDING IN THE EVENT OF MULTIPLE DEFENDANTS, THIRD-PARTY PROCEEDINGS OR URGENT PROCEEDINGS, EXCEPT WHERE MANDATORY LAW PROVIDES OTHERWISE.

