

Vates Training Terms and Conditions

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1 – Purpose and Scope

These VATES Training Terms and Conditions govern the provision by VATES of training services relating to VATES software and services, including training intended to allow participants to improve their knowledge of such software and services and, where applicable, to be assessed for certification purposes.

These Terms and Conditions apply to any quote, purchase order, order form or similar contractual document issued by VATES or accepted by VATES for the provision of training services, unless expressly agreed otherwise in writing by VATES.

2 – Definitions

For the purposes of these Terms and Conditions, the following terms shall have the meanings set out below:

- **Certification** means any certificate, attestation, badge, confirmation, or other document issued by VATES to a Trainee following a Training Session, confirming that the Trainee has satisfied the applicable assessment, attendance, participation, technical, practical, or other certification criteria defined by VATES for the relevant Training Session.
- **Customer** means the company or legal entity ordering Training Services from VATES.
- **Order** means the quote, purchase order, order form or other contractual document accepted by the Parties for the provision of Training Services.
- **Parties** means VATES and the Customer.
- **Scheduling Period** means the period starting on the date of signature of the quote or purchase order and ending 6 (six) months after such signature.
- **Trainee** means any person designated by the Customer to attend a Training Session.
- **Training Session** means the remote training session ordered by the Customer and provided by VATES under the applicable Order.
- **Training Session Days** means the date or dates on which the Training Session is scheduled to take place, as agreed between the Parties.
- **VATES** means Vates SAS, a simplified joint-stock company registered in France under the number 752155259, or one of its subsidiaries issuing a quotation for a Training Session.

3 – Order Process

Training Services are ordered by signature of a quote, issuance of a purchase order accepted by VATES, or any other written confirmation expressly accepted by VATES.

The Order shall specify, where applicable, the type of Training Session ordered, the price, the expected number of Trainees, the payment terms, and any specific conditions agreed between the Parties.

In the event of contradiction between these Terms and Conditions and the Order, the Order shall prevail only to the extent of the specific contradiction.

4 – Scheduling of Training Sessions

Once the Order has been placed, the Parties shall agree in good faith on the Training Session Days.



The Training Session Days must be scheduled within the Scheduling Period.

If, for any reason not attributable to VATES, the Training Session Days have not been agreed and scheduled within the Scheduling Period, VATES shall be entitled to invoice the Customer for the full amount of the Order, and VATES shall have no further obligation to provide the ordered Training Session.

The Customer acknowledges that VATES' availability for Training Sessions is subject to scheduling constraints and that Training Session Days are confirmed only once expressly agreed in writing by both Parties.

5 – Remote Delivery

Training Sessions are provided remotely, unless expressly agreed otherwise in the Order.

The Customer is responsible for ensuring that each Trainee has the necessary equipment, internet connection, access rights, software environment, and technical means required to attend the Training Session in proper conditions. VATES shall not be liable for any inability of a Trainee to attend or follow a Training Session due to insufficient equipment, connectivity issues, access restrictions, or any other technical issue not attributable to VATES.

6 – Trainees and Changes to Participants

The number of Trainees shall be specified in the Order or otherwise agreed in writing between the Parties. No change in the number of Trainees may be made without the prior express written approval of both Parties. VATES may refuse access to a Training Session to any person who has not been validly designated as a Trainee in accordance with the Order or who exceeds the agreed number of Trainees.

The Customer remains responsible for the conduct of its Trainees during the Training Sessions.

7 – Certification and Assessment

Where the Training Services include an assessment or certification component, VATES may evaluate Trainees' performance, attendance, participation, practical work, tests, or any other relevant criteria communicated by VATES.

VATES shall have no obligation to issue any Certification to a Trainee merely because such Trainee attended a Training Session.

The issuance of any Certification is subject to the Trainee meeting all applicable certification criteria indicated in the description of the relevant Training Session or otherwise communicated by VATES, including, where applicable, attendance, participation, assessment, technical, practical, or performance requirements.

VATES shall determine, in its sole discretion and on the basis of the applicable certification criteria, whether a Trainee is eligible to receive a Certification.



8 – Cancellation by the Customer

The Customer may cancel the Training Session Days free of charge up to 15 (fifteen) calendar days before the first day of the Training Session Days.

If the Customer cancels the Training Session Days less than 15 (fifteen) calendar days before the first day of the Training Session Days:

- 1. the Customer shall be invoiced an amount equal to 10 (ten) percent of the total amount of the Order; and
- 2. the contract relating to the cancelled Training Session shall be terminated.

Any cancellation by the Customer must be made in writing.

9 – Cancellation by VATES

VATES may cancel the Training Session Days by written notice to the Customer.

If VATES cancels the Training Session Days less than 15 (fifteen) calendar days before the first day of the Training Session Days:

- 1. the Scheduling Period shall be extended by an additional period of 3 (three) months; and
- 2. the Customer shall be entitled to a 10 (ten) percent discount on the invoice issued for the relevant Training Session.

The Parties shall then agree in good faith on new Training Session Days within the extended Scheduling Period.

VATES shall not be liable for any additional compensation, damages, costs, expenses, or losses resulting from such cancellation, unless otherwise required by applicable law.

10 – Price and Invoicing

The price of the Training Services shall be specified in the Order.

Unless otherwise stated in the Order, prices are exclusive of taxes.

Any applicable taxes shall be added to the invoice in accordance with applicable law.

VATES may invoice the Customer in accordance with the payment terms set out in the Order and, in any event, in the cases expressly provided for in these Terms and Conditions.

11 – Payment Terms and Late Payment

The invoice shall be paid within the time frame specified in the Order or, failing any such specification, within sixty days from the date of issuance of the invoice.

Any amount not paid when due shall automatically give rise, without prior notice, to late-payment penalties calculated from the day following the payment due date until full payment, at the rate applied by the European Central Bank to its most recent refinancing operation plus ten percentage points.

In addition, the Customer shall automatically owe VATES a fixed recovery indemnity of forty euros per unpaid invoice, in accordance with Article L441-10 of the French Commercial Code, without prejudice to VATES' right to claim additional compensation if the recovery costs actually incurred



exceed such amount.

Late-payment penalties and recovery indemnities shall be payable without prejudice to any other rights or remedies available to VATES under these Terms and Conditions or applicable law.

12 – Customer Cooperation

The Customer shall cooperate with VATES in good faith and provide all information, access, technical details, and assistance reasonably required for the preparation and delivery of the Training Sessions.

The Customer shall ensure that Trainees attend the Training Sessions on time and comply with any reasonable instructions provided by VATES or the trainer.

Any delay, absence, lack of preparation, or failure by the Customer or a Trainee to attend or participate in a Training Session shall not release the Customer from its payment obligations.

13 – Intellectual Property

All training materials, presentations, documentation, exercises, recordings, software, know-how, methods, and other materials made available by VATES in connection with the Training Services remain the exclusive property of VATES or its licensors.

Subject to full payment of the applicable fees, VATES grants the Customer and the Trainees a personal, non-exclusive, non-transferable right to use the training materials solely for the Customer's internal training purposes.

The Customer and the Trainees shall not copy, reproduce, distribute, publish, disclose, sell, sublicense, adapt, translate, or make available to any third party any training materials or recordings provided by VATES, except with VATES' prior written consent.

14 – Confidentiality

Each Party undertakes to keep confidential all non-public information received from the other Party in connection with the Order or the Training Services.

The Customer shall ensure that its Trainees comply with the same confidentiality obligations.

Confidentiality obligations shall not apply to information that is publicly available, lawfully obtained from a third party without breach of confidentiality, independently developed without use of confidential information, or required to be disclosed by law or by a competent authority.

15 – Personal Data

For the purposes of this Article, the terms "personal data", "processing", "controller", "processor", "data subject", and "personal data breach" shall have the meanings given to them under Regulation (EU) 2016/679, the General Data Protection Regulation.

In connection with the Training Services, the Customer acts as controller with respect to the processing of Trainees' personal data relating to the Customer's decision to enrol Trainees in the



Training Sessions, communicate their personal data to VATES, require or allow their participation in the Training Sessions, and use internally any attendance, assessment, training, or certification-related information provided by VATES.

VATES acts as processor where it processes Trainees' personal data on behalf of the Customer for the purpose of preparing, providing, managing, recording, reviewing, assessing, and documenting the Training Sessions, including the evaluation of Trainees' performance and the issuance or refusal of Certifications, to the extent such processing is carried out for the provision of the Training Services ordered by the Customer.

VATES may also act as an independent controller where it processes personal data for its own purposes, including the administration and management of its training and certification services, management and verification of Certifications, accounting, billing, legal and regulatory compliance, security, audit, evidence, defence of legal claims, business relationship management, and service improvement, where applicable.

The personal data processed in connection with the Training Services may include identification data, professional contact details, attendance data, participation data, assessment results, certification-related data, connection data, and, where applicable, audio, video, chat or screen-sharing data included in recordings of Training Sessions. Where VATES acts as processor, VATES shall process personal data only on documented instructions from the Customer, including these Terms and Conditions and the Order, unless VATES is required to do so by applicable law.

The Customer shall be solely responsible for identifying and documenting an appropriate legal basis for the processing operations for which it acts as controller, including the enrolment of Trainees, the communication of their personal data to VATES, their participation in Training Sessions, the use of attendance, assessment, training, or certification-related information, and, where applicable, the recording of Training Sessions.

Where VATES acts as an independent controller, VATES shall be solely responsible for identifying and documenting an appropriate legal basis for the processing operations carried out for its own purposes.

The Customer shall ensure that each Trainee is provided, before the relevant Training Session, with all information required under applicable data protection laws regarding the processing of their personal data in connection with the Training Services, including the purposes of the processing, the categories of personal data processed, the possible recording of Training Sessions, the use of such recordings, and the evaluation of Trainees' performance for certification purposes.

VATES shall provide information regarding its own processing operations where required under applicable data protection laws.

The Customer shall ensure that the participation of Trainees in the Training Sessions, including any recording and certification-related assessment, is lawful under applicable data protection laws and, where applicable, under the Customer's internal policies.

Where consent or any other authorisation, acknowledgement, consultation, notice, or formality is required under applicable law or the Customer's internal policies, the Customer shall be responsible for obtaining or completing it before the Training Session.

VATES shall ensure that persons authorised to process personal data are subject to appropriate confidentiality obligations.

VATES shall implement appropriate technical and organisational measures designed to protect personal data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration, or disclosure.

Where VATES acts as processor, VATES may engage sub-processors where necessary for the provision of the Training Services, including providers of remote communication, hosting,



recording, certification, or productivity tools.

VATES shall remain responsible to the Customer for the performance of its sub-processors' data protection obligations.

Taking into account the nature of the processing and the information available to VATES, VATES shall reasonably assist the Customer in responding to requests from Trainees exercising their rights under applicable data protection laws, to the extent such requests relate to personal data processed by VATES as processor on behalf of the Customer. VATES shall notify the Customer without undue delay after becoming aware of a personal data breach affecting personal data processed by VATES as processor on behalf of the Customer in connection with the Training Services.

At the end of the provision of the Training Services, VATES shall delete or return personal data processed as processor on behalf of the Customer, unless retention is required by applicable law or reasonably necessary for evidentiary, accounting, compliance, certification, security, audit, legal, or contractual purposes.

Personal data processed by VATES as independent controller shall be retained in accordance with VATES' own retention policies and applicable data protection laws.

16 – Recordings

Training Sessions may be recorded by VATES for the purposes of allowing its trainers to review the sessions, improving training quality, documenting attendance, and supporting certification or assessment processes. The Customer shall inform Trainees in advance that Training Sessions may be recorded and shall ensure that such recording is lawful under applicable data protection laws and, where applicable, under the Customer's internal policies.

Where VATES uses recordings or information extracted from recordings for its own purposes, including service improvement, trainer training, security, audit, evidence, certification management, or defence of legal claims, VATES shall act as an independent controller for such processing and shall comply with its own obligations under applicable data protection laws.

Unless otherwise agreed in writing by VATES, the Customer and the Trainees may not record Training Sessions themselves.

In any case, such recordings may not be copied, shared, published, distributed, or made available to any third party without VATES' prior written consent.

17 – Liability

VATES shall provide the Training Services with reasonable skill and care.

The Training Services are intended to provide training on the use of VATES software and services.

VATES does not warrant that the Training Services will meet all of the Customer's specific needs, that any Trainee will achieve a particular level of proficiency, or that any Trainee will obtain certification.

To the maximum extent permitted by applicable law, VATES shall not be liable for indirect or consequential damages, loss of profits, loss of business, loss of opportunity, loss of data, loss of goodwill, or business interruption.

To the maximum extent permitted by applicable law, VATES' total aggregate liability arising out of or in connection with the Training Services shall not exceed the amount actually paid by the



Customer for the relevant Training Services giving rise to the claim.

Nothing in these Terms and Conditions shall exclude or limit liability where such exclusion or limitation is prohibited by applicable law.

18 – Force Majeure

Neither Party shall be liable for any failure or delay in performing its obligations where such failure or delay results from an event of force majeure within the meaning of Article 1218 of the French Civil Code. The affected Party shall inform the other Party as soon as reasonably possible and shall use reasonable efforts to mitigate the effects of the force majeure event.

If the force majeure event prevents performance for more than thirty consecutive days, either Party may terminate the affected Order by written notice, without liability for damages.

19 – Termination

Without prejudice to any other termination rights provided in these Terms and Conditions, either Party may terminate the relevant Order in the event of a material breach by the other Party that remains uncured thirty days after written notice requiring remedy of the breach.

Termination shall not affect any rights or obligations accrued before the effective date of termination, including payment obligations.

Articles relating to payment, intellectual property, confidentiality, personal data, liability, and governing law shall survive termination to the extent necessary for their purpose.

20 – Miscellaneous

The Customer may not assign or transfer the Order without VATES' prior written consent.

VATES may assign or transfer the Order to any affiliate or successor, provided that such assignment does not materially reduce the Customer's rights under the Order.

If any provision of these Terms and Conditions is held to be invalid, unlawful, or unenforceable, the remaining provisions shall remain in full force and effect.

No failure or delay by either Party in exercising any right shall constitute a waiver of that right.

21 – Governing Law and Jurisdiction

These Terms and Conditions and any Order relating to Training Services shall be governed by French law.

Any dispute arising out of or in connection with these Terms and Conditions or the relevant Order, including any dispute relating to their existence, validity, interpretation, performance, termination, or consequences, shall be submitted to the exclusive jurisdiction of the competent courts of Grenoble, France, including in summary proceedings, multiple-defendant proceedings, third-party claims, or protective proceedings.

