

End users conditions XCP-ng Hypervisor

Last update: 02/06/2025

XCP-ng

XEN ORCHESTRA

XO LITE

XOSTOR

XO PROXY

Article 1 – Preamble

VATES Corporation specializes in the development, maintenance of software, and the provision of IT services. VATES offers its clients a subscription to a support and maintenance contract for Open Source software developed and maintained by VATES. In this context, clients may specifically subscribe to a usage license for the **XCP-ng** virtualization platform and **Xen Orchestra Appliance**, a software for management, administration, backup, and/or replication of a virtualization infrastructure, through the website www.vates.tech (hereinafter referred to as the "Website"), acceptance of a Quote, or issuance of a Purchase Order by the Client, based on the quote provided by VATES (hereinafter referred to as the "Purchase Order").

In addition to the XCP-ng software, and where applicable, the Xen Orchestra software, clients may also subscribe to usage licenses for supplementary software (which only operate on the condition that the client has already subscribed to a usage license for the XCP-ng software), also offered in Open Source mode, such as:

- **XOSTOR**: A software base hyperconvergence solution
- **XO Proxy**: A software solution to administrate backup with Xen Orchestra in distant infrastructure

All software offered on the Website are collectively referred to as the "Software." A list of Software made available by VATES and for which support is offered by VATES is available on the Website.

The use of Software offered by VATES is subject to their respective license conditions as specified in the Annex of the Special Conditions attached hereto and relating to each Software, and does not, in this regard, require the payment of any royalty fees for free and open licenses (copyleft principle), the source code of which is available to users.

VATES Corporation also offers a tailored maintenance package to which the Client has chosen to subscribe.

In the context of using the Software and any supplementary Software, the Client wishes to avail themselves of support and maintenance services.

To offer maintenance commitments tailored to the Client for each Software, VATES has distinct offerings that correspond to the needs of each Client.

These General Conditions (hereinafter referred to as the "GC") apply to all contracts, quotes, technical and commercial proposals, or maintenance service orders placed between VATES Corporation and a professional client (as defined by the Consumer Code) (hereinafter referred to as the "Client").

These GC take precedence over any conditions not expressly accepted by VATES, including the Client's general purchasing conditions.

To subscribe to a Software maintenance contract as provided herein, the Client may either complete their subscription online on the Website via the form corresponding to the concerned Software, proceed by accepting a quote requested from VATES via said Website, or by directly issuing a Purchase Order based on the quote provided by VATES. The placement of an Order by the Client implies acceptance of these GC.



Article 2 – Definitions

In these General Conditions (GC), the following terms are defined as follows:

- **Vates:** Refers to Vates Corporation, a simplified joint-stock company, with a capital of €19,347, registered with the RCS of GRENOBLE under the number 752 155 259, and whose registered office is located at 17 rue Aimé Beret, Grenoble, 38000 (France).
- **Client:** Refers to the company using XCP-ng and any other Software operating with XCP-ng and subscribing to this maintenance.
- **Order:** Refers to any order for support/maintenance and/or Services placed by the Client directly on VATES' Website or via the issuance of a Purchase Order based on the quote provided to the Client by VATES.
- **XCP-ng:** Refers to the Open Source virtualization platform software developed by Vates and provided for use in accordance with the license rules as specified in this conditions.
- **Xen Orchestra or Xen Orchestra Appliance:** Refers to the Open Source virtualization software to manage, administrate, backup/replicate an XCP-ng infrastructure developed by Vates and provided for use in accordance with the license rules as specified in this conditions.
- **XO or Xen Orchestra Proxy:** Refers to the Open Source virtualization software operating with Xen Orchestra and specifically designed to perform backup/replication operation in distant location or large infrastructure and provided for use in accordance with the license rules as specified in this conditions.
- **XOSTOR:** Refers to the Open Source virtualization software based hyperconvergence solution developed conjointly by Vates and LINBIT and provided for use in accordance with the license rules as specified in this conditions.
- **Incident:** Refers to any malfunction of XCP-ng (especially in the creation of virtual machines or VM management - migration, disk management), or any other Software offered on VATES' Website, subject to an error message returned by the Software to the Client. The severity of the Incident is determined by VATES according to the criteria defined in Annex 2 herein.
- **Host:** Refers to a computing server that is under the control of XCP-ng.
- **Pool:** Refers to a group of servers that work together to create a virtual infrastructure.
- **XCP-ng Environment:** Refers to the Hosts controlled by the XCP-ng virtualization platform. Any host controlled by a different XCP-ng installation constitutes a distinct virtualization environment.
- **Software Patch:** Refers to the development or modifications of the XCP-ng Software or any other Software, which may be necessary to resolve Incidents.
- **Software Patching:** Refers to a service provided by Vates that includes the creation of Software Patches.
- **Ticket:** Refers to a support request or the reporting of an Incident, submitted by the Client via the issuance of a ticket on the Client Portal.
- **Remote Support:** Refers to the provision of support services by Vates within the Client's infrastructure using the secure SSH tunnel provided in Xen Orchestra. This support will primarily be provided from Vates' offices.
- **Software:** Refers to the Open Source software developed by VATES and listed on the Website (including XCP-ng), for which the Client subscribes to a support and maintenance contract. The list of software maintained by VATES is available on the Website.
- **Main Contact:** Refers to the person designated by the Client to act as their primary representative. The Main Contact is named in these GC, in Annex 1, and will receive from Vates official notifications and important information as well as formal notices concerning XCP-ng Pro support services or support for any other Software, for which the Client has subscribed to a support/maintenance subscription.
- **Service Level Agreement:** Refers to the target response times (as mentioned in the relevant SC for each Software and on Vates' website) for Vates to respond to Incidents and/or create a plan to resolve Incidents. The Service Level Agreement is provided to the Client in the SC corresponding to the Software for which maintenance is subscribed.
- **Support:** Refers to XCP-ng support services and support services for all Software designed to assist in the maintenance of the Client's System.
- **Client Portal:** Refers to a web service provided by Vates to allow clients to interact with various elements of the service, including the creation of a support ticket.



- **System:** Refers to the network, the hypervisor, the interface, or any other element for which the Client has subscribed to a right of use via the Website.
- **Support Matrix:** Document specifying the maintained versions of XCP-ng and other Software.
- **Virtual Machine or VM:** Is a fully virtualized environment that runs on a physical machine. Multiple VMs can coexist on the same host and run different operating systems.
- **Services:** Refers to all training, expertise, and/or any other services subscribed to by the Client at the time of their Order.

Article 3 – Purpose

The purpose of these General Conditions (GC) is to determine the conditions under which VATES provides corrective and evolutionary maintenance for the XCP-ng Software and any other Software for which the Client has accepted the present conditions.

The GC also aim to determine the conditions for the provision of Services by VATES when such Services are specified in the Order.

These GC are intended to apply to any order placed by a Client with VATES for the support and maintenance of XCP-ng and/or any other Software.

Article 4 – Contractual documents

The following documents, which take precedence in the event of a contradiction in the order in which they are listed, form the contract binding the parties and express the entirety of their obligations.

These GC and any annexes express the entirety of the agreement between the parties. They cancel and replace all previous provisions, whether written or oral.

The Contract and any annexes may only be modified by an amendment, written and signed by an authorized representative of each party.



Article 5 – Duration

The maintenance service for the Software begins on the date of subscription to said maintenance via the website <https://vates.tech> upon validation of the order form by the Client or on the date of acceptance of a quote issued by VATES upon the Client's request via the form provided on the website. Any order for support and maintenance is planned for an initial period of one year, three years, or five years, as indicated in the Order, starting from the Client's validation of the payment conditions on the website or from the sending of the Purchase Order.

At the end of this initial period, the support and maintenance contract is automatically renewed year by year if the client chooses this option. Otherwise, the client must proceed with the renewal by submitting a signed quote or a purchase order. It can be terminated at the end of each contractual period by sending an email by one of the Parties or, in the case of the Client, directly from their interface available on the website.

If the Client terminates the maintenance before the end of an ongoing contractual period, the Client remains liable for the payment of the entire fee for said ongoing contractual period.

In the event of a serious breach by one of the Parties of one of its obligations, the other Party may terminate these GC as of right, fifteen days after formal notice, by registered letter with acknowledgment of receipt, remained without effect.

In the event of a recovery or liquidation proceeding of one of the Parties, these GC are subject to the procedures specified by articles L.621-28 and following of the Commercial Code.

In all cases, the Client undertakes to pay Vates the amounts due.



Article 6 – Description of Maintenance Services

6.1 – Purpose of Corrective Maintenance

The purpose of corrective maintenance is:

- To provide corrections for all Incidents reported by the Client and observed by VATES, either in the form of corrections or Corrective Patches made available to the users of the Client for XCP-ng and other Software for which the Client has subscribed to maintenance and support;
- To provide the necessary updates so that XCP-ng and other Software continue to perform all functions described in their documentation, as well as updates reflecting improvements made to XCP-ng and other Software by VATES.

If the reported Incident is related to an issue arising from third-party elements (such as firmware/drivers related to physical hardware present in the server), VATES will make its best efforts to assist the Client but cannot commit to correcting the Incident.

The Client commits to recording the observed Incidents with mention of the date and time and all technical elements allowing for a diagnosis of the cause of the fault. This document will be made available to VATES.

The Client commits to communicating to VATES as soon as possible, spontaneously or upon request from VATES, any information that may be useful for the proper execution by VATES of the maintenance services.

In practice, the Client reports without delay, via the opening of a Ticket on the Client Portal, to VATES any Incident by indicating all elements, documents, information necessary for understanding the problem as precisely as possible. The Client commits to describing the Incident as well as possible. Only persons on the Principal Contact list whose details have been provided by the Client on the Client Portal are authorized to enter Incidents via a Ticket on the Client Portal.

If the information provided by the Client does not allow VATES to perform a complete diagnosis of the Incident, then VATES will contact the Client to obtain the information necessary for an analysis of the Incident. VATES cannot be held responsible for non-compliance with Service Level Agreements due to a lack of information communicated by the Client. Furthermore, the Client will perform all operations requested by VATES to better identify the cause of the Incident and will give VATES all access to data, systems, or information that it may require.

If it is indeed an Incident on Software, once the Incident is reproduced, VATES will qualify the Incident as blocking, major, or minor, according to the severity criteria provided in the table present in Annex 2 of these General Conditions, and will then begin to work on its correction. From the notification of the existence of the Incident by the Client, VATES verifies the existence of such an Incident to correct it, or provide a workaround, subject to the installation by the Client of all updates made by VATES to XCP-ng and/or any other Software.

Corrective maintenance is provided only on the latest version of XCP-ng and the latest version of the Software, accessible online via the Site, and on the previous version (N-1).



The Client acknowledges having ensured that remote use of Software can be done from the computer hardware they have, particularly through their browser query software and their connection means. To use any of the Software and access updates, maintenance, and support on the Software, the Client acknowledges having at a minimum:

- An Internet connection,
- A recent Microsoft [™] Internet Explorer web browser (versions IE8 and higher), FireFox, Safari, Edge, Chrome, or others, up-to-date and accepting cookies.

All costs necessary for the Client's equipment and connection to the Internet to use the Software are solely the responsibility of the Client.

6.2 – Evolutionary Maintenance

Under the title of evolutionary maintenance, the following technical and functional improvements may be periodically provided by VATES to the Client, in order to improve the conditions of use of XCP-ng and/or the Software:

- (i) Corrections of Incidents previously resolved by workarounds: delivery by VATES of releases including Corrective Patches,
- (ii) New versions of XCP-ng and complementary Software, including those related to the evolution of databases, operating systems, and hardware.

The Client alone carries out the installation of new versions or corrective patches that are sent to them by VATES.

6.3 – Time of correction / SLA

Commitments in terms of intervention and/or correction and associated levels of criticality, as well as the availability hours of support for each Software, are detailed in the Annexes of the GC.



6.4 – Exceptions

VATES cannot be held responsible and guarantee the correction under this maintenance commitment for any errors, data corruption, or failures caused by misuse of XCP-ng and/or Software or by the possible incomplete description of an Incident, malice from the Client, or misunderstanding on their part. In the case of such Incidents, VATES will nevertheless make all reasonable efforts to assist the Client in resolving the Incidents, at the Client's expense.

VATES can only intervene satisfactorily to resolve Software Incidents if the server infrastructures are in an optimal state of production, without malfunction or impact on production, before the start of these General Conditions of maintenance.

Furthermore, the Software must have been updated, and VATES must have the possibility to access the Client's equipment/infrastructures, via secure access or a VPN tunnel, in order to qualify and resolve the Incident reported by the Client.

To allow VATES to intervene under the best conditions and thus carry out the maintenance of the Software, each Host on the same Pool must be governed by the same level of support.

The Client is informed that in the event of misuse of the Software(s) or non-compliance with the rules to which the use of the Software(s) is subject, VATES reserves the right to cease maintenance and support of said Software(s).

In addition, the correction of Incidents reported by the Client resulting from one of the following causes is not covered under these General Conditions of maintenance and will therefore result, in the event of a request from the Client for VATES intervention in these cases, in additional invoicing at the VATES rate in effect at the time of the Client's request:

- Use of XCP-ng or another Software not in accordance with its documentation;
- Non-compliance by the Client with the prerequisites indicated by VATES on the Site, including non-use of the latest or second latest version of the Software;
- Malfunctions affecting the operating system, hardware, database, or more generally the environment in which XCP-ng is used;
- Malfunction arising from third-party elements, notably third-party Software;
- Modification of the source codes and/or object codes of any Software.

Finally, it is specified that the backup environment set up by the Client is not a production environment, which the Client acknowledges and accepts, it being understood that any incident related to backup will be taken care of during working hours, as specified in these General Conditions.

Article 7 – Additional services

In the event of a request for additional assistance, not provided for in corrective and/or evolutionary maintenance as defined above, VATES will provide the Client with a quote according to the prices in effect at the time of the request, within the limits of its skills and availability for the provision of any technical assistance and training related to XCP-ng or any other Software. Training and certification services are also offered by VATES to the Client, who can subscribe to them directly on the Site, in addition to the provision of support and maintenance.



These services will be billed on a flat-rate basis based on an hourly rate and an estimated number of hours of intervention.

If the Client has subscribed to any of the additional services offered by VATES, the following conditions will apply.



7.1 – Locations and management of services

When the services are performed at the Client's premises, they are carried out at the Client's address indicated on the Site, in the quote, or the Purchase Order. Any change to this address must be the subject of a written agreement between the Parties and may have an impact, particularly financial, on the initially agreed terms.

As an employer, VATES ensures the supervision, exclusive control, and administrative and social management of its employees. In this capacity, VATES sets the absences of its employees for leave, training, or any other reason imposed by social legislation. Except in cases of force majeure, these absences are set in advance, according to the constraints related to the execution of this Contract. The employees assigned to the execution of the services perform them under the hierarchical and disciplinary authority of VATES by virtue of the link of subordination that binds them.

7.2 – Scheduling and planning

The schedule for the performance of the services is mutually agreed upon by the Parties. Any cancellation or postponement of the scheduled services requested by the Client, compared to the schedule agreed upon between the Parties, regardless of the place of intervention, must be communicated to VATES. To allow VATES to mobilize the necessary skills and resources, the Client undertakes to request this extension in writing. The Client is informed that they will bear all costs related to the postponement of the schedule and the resulting consequences.

Article 8 – Financial conditions

8.1 – Maintenance fee

The amount of the maintenance fee is cumulatively defined for each of the offers proposed by VATES:

- Based on the number of Hosts for the same Pool;
- Based on the levels of service desired by the Client, as provided in the corresponding CP (response time, number of Incidents covered, etc.), it being understood that the level of service subscribed to by the Client must be the same for all Hosts in the same Pool.

The amount of the overall contractual fee due by the Client is indicated on the Site in case of online subscription of the Order by the Client or on VATES' quote duly accepted by the Client and constituting an Order.

This amount is based on the number of Hosts in the Client's virtual environment, according to the levels of service required by the Client.

In the event that the Client adds additional Hosts, according to the procedure indicated on the Site, to their environment, they must purchase support for these additional Hosts. In the case of purchasing additional Hosts during the term of these CGs for maintenance, the price resulting



from the addition of these Hosts for the remaining contractual period will be adjusted on a pro-rata basis and added to the invoices.

All Hosts in the same Host Pool must have an identical level of support. The number of Hosts in the covered Pools of the system will be checked during each Incident.

NO SUPPORT WILL BE PROVIDED TO A CLIENT WHO IS FOUND TO HAVE MORE HOSTS IN THEIR POOL THAN THOSE FOR WHICH THEY HAVE SUBSCRIBED TO MAINTENANCE.

It is the Client's responsibility to ensure that they acquire support services for these additional Hosts before proceeding with their installation in their XenOrchestra/XCP-ng virtual environment.

Prices are exclusive of taxes. The applied taxes are those provided for by current regulations. In the event that these are modified, the new regulations will be applied from the official date of their entry into force.

8.2 – Billing and renewal

Maintenance is billed in advance for the first contractual period, in full from the date of placing the Order until the end of the first contractual period, and then, in the event of renewal, at the beginning of each new contractual period.

In the event of renewal of this Contract at the end of the contractual period, the amount of the fee due for maintenance will be revised each calendar year on January 1st. This revision will be carried out based on the Syntec index by applying the following revision formula:

$P = P0 (S/S0)$, where:

- P: Price after revision
- P0: Original price
- S0: Last SYNTEC index, or any new index that would officially replace it, published on the contract's effective date
- S: The most recent SYNTEC index, or any new index that would officially replace it, known on the revision date

In the event of the disappearance of the index, express competence is attributed to the President of the Grenoble Commercial Court to define an index that will integrate into the revision formula. This index must be chosen so that it is as close as possible to the disappeared index and that it respects the spirit that the Parties intended to define when establishing this revision clause.

Invoices corresponding to maintenance are payable within 30 days from their issuance by bank transfer or direct debit.

8.3 – Billing of additional services

In the case of orders for additional services, these are billed no later than the end of the month in which they are performed. Invoices are payable within 30 days from their issuance.

8.4 – Legal requirements for invoices



The invoices include the mandatory legal mentions. The rules, mentions, or internal procedures for processing orders and invoices of the Client are not enforceable against VATES.

8.5 – Consequences of Non-Payment

In case of non-payment within the contractual deadlines, any unpaid amount will automatically bear interest day by day until the date of its full payment in principal, interest, fees, and accessories, at a rate equal to three times (3) the legal interest rate in force. This will occur without any prior formalities and notwithstanding the damages that VATES reserves the right to seek judicially. The Client expressly acknowledges that any potential costs of recovering the amounts due and unpaid by him (costs of proceedings, expenses, disbursements, and attorney and bailiff fees) are deemed to constitute an accessory to VATES' claim. In addition, in accordance with legal provisions, any payment delay gives rise to the payment by the Client of an indemnity for recovery costs, an amount fixed by decree, as of the date of these presents, at 40 (forty) euros.

VATES reserves the right to suspend any Service in case of non-payment, fifteen (15) days after sending a formal notice to pay, in the recommended form, which has remained partially or totally without effect, of the full amount of the sums due by the Client within the allotted time, and, in general, in case of non-payment of any invoice issued by VATES that remains unpaid. VATES also reserves the right to terminate the current maintenance subscription with immediate effect.

All unpaid fees, following a bank rejection of a payment by the Client, will remain the financial responsibility of the latter. In addition, the absence of payment by the Client of an invoice that has reached its due date will result in the forfeiture of the term of the other current invoices and will therefore allow VATES to demand payment of all other invoices, including those whose due date has not been exceeded.

If, during a previous order, the Client has evaded one of his obligations (default or delay in payment in particular), a refusal of sale may be opposed to him unless this Client provides satisfactory guarantees or cash payment.

8.6 – Exclusion

Any payment by compensation is excluded.

Article 9 – Liability

Each Party shall only be liable for the financial consequences of direct and foreseeable damages caused by its actions in the context of the execution of these General Conditions of Maintenance.

No Party shall under any circumstances incur liability for indirect or unforeseeable damages, which include, but are not limited to, any lost profits, commercial damage, loss of revenue or profit, loss of customers, loss of opportunity, inaccuracy or corruption of files or data.



The Software subject to the support and maintenance order will be used by the Client under its sole control, direction, and responsibility. The Client remains the custodian of the hardware, software, data, files, programs, or databases, and, consequently, VATES cannot be held responsible for their deterioration or destruction, whether total or partial.

Therefore, the Client acknowledges and accepts that it is solely responsible for managing the redundancy of its storage solution with RAID systems or any equivalent technology, for the storage of its Virtual Machines. To ensure the security of its data integrated into the Software, the Client undertakes to carry out regular backups of its Virtual Machines outside its production hosts and to ensure the proper functioning of said backups.

The operating systems, applications, and data integrated into the Virtual Machines are the sole and unique responsibility of the Client.

VATES is only liable in the case of proven fault. The amount of VATES' financial liability is limited to the amount of the fee paid by the Client when subscribing to the maintenance.

The limitations and exclusions of liability specified are determined by the balance that constitutes together the extent of VATES' obligations and the prices of the Services, the amounts of compensation that VATES may be required to pay to the Client in the event of its liability being called into question, and the provisions of the insurance policy covering VATES' professional civil liability. The Client is aware that the rates charged by VATES are determined based on the existence of this limitation of liability.

Article 10 – Reference

The Client authorizes VATES to mention its name on a list of references that it may distribute, particularly to its customers and prospects.

The Client may withdraw this authorization from VATES by email notification.



Article 11 – Personal data

VATES does not have access to the Client's personal data processed by the Client. VATES only accesses virtual machines without performing any personal data processing on behalf of the Client.

The Client is further informed that, in the context of managing its customer and supplier data, VATES acts as a data controller within the meaning of the GDPR.

In this regard, VATES informs the Client that:

- The only data collected for managing the Client's account (names, first names, title, email addresses, professional phone numbers of the Client's contacts) are kept for the needs of the General Conditions and/or any associated Special Conditions, and for the duration of said General Conditions and/or Special Conditions, which the Client acknowledges and accepts upon signing these terms.
- These collected data are intended for the following purposes:
 - The execution of any administrative operation related to contracts, orders, invoices, payments, and accounting;
 - Payment processing;
 - The provision of communication tools allowing the digitization of relations;

The Client is informed that each contact/user has the right to ask VATES to update, oppose, delete, or rectify their data for legitimate reasons.

Within 60 (sixty) days following the end of the commercial relationship between the Parties, VATES undertakes to delete the Client's personal data in its possession, except in cases where the law requires longer retention (invoices must, for example, be kept for 10 years).

VATES undertakes to ensure the confidentiality and security of this data and informs the Client and the contacts/users that none of this data collected for managing the Client's account is transferred to a third party or outside of Europe as part of this processing.

Article 12 – insurance

VATES certifies that it holds an insurance policy covering its civil liability, that the payment of premiums is and will remain up to date, and undertakes to provide proof to the Client upon the Client's request.

The Client certifies that it holds an insurance policy covering its civil liability and any damages suffered by the assets it owns.



Article 13 – privacy

Each Party undertakes to implement appropriate means to maintain the strictest secrecy concerning information and documents designated in writing as confidential by the other Party, to which it has access during the performance of the Services subject to these General Conditions (CG) and any associated Special Conditions (CP).

This confidentiality obligation will continue for a period of three years after the expiration or termination of these CG and any associated CP, except in cases where disclosure is made mandatory by law or a judicial decision, or if such disclosure is necessary to implement or prove the existence of rights under these CG and any associated CP.

Not considered confidential under this article are the informations that:

- Were already public at the time of their disclosure or have been made public after their disclosure without contravening these CG and any associated CP,
- Were known to one of the Parties, without a confidentiality obligation, on the date of signing these CG and any associated CP, with the burden of proof resting on that Party,
- Are communicated to one of the Parties or its staff by third parties who have obtained them through legitimate means.

If necessary, the Parties are authorized to communicate, under the strictest confidentiality, the CG and any associated CP and related documents to their auditors, insurers, and tax and social organizations in case of control.

Article 14 – Non-solicitation of Personnel

Both parties agree, unless prior written consent is given, not to solicit or employ, directly or indirectly, any employee of the other party involved in the execution of these General Conditions (CG) and/or any associated Special Conditions (CP), even if the initial solicitation is made by the employee. This prohibition extends for the duration of these CG and/or associated CP and for twelve months following the end of said CG and/or CP.

Any breach of this obligation requires the defaulting party to immediately pay the other party, as a conventional indemnity, an amount equal to twelve times the last gross monthly salary of the concerned employee.



Article 15 – Force Majeure / External Causes

Neither party shall be held responsible towards the other if the execution of the General Conditions (GG) and/or Special Conditions (CP) is delayed or prevented due to a case of force majeure or external causes. Force majeure is understood as defined by Article 1218 of the Civil Code.

In this regard, both parties agree that social conflicts, malfunction or interruption of the electrical network, or regional or national failure of telecommunications operators will be considered as external causes within the meaning of this article.

The party affected by a case of force majeure or an external cause shall immediately inform the other party by the means it deems appropriate, confirmed by registered letter with acknowledgment of receipt, justifying the exceptional circumstances that make it impossible to fulfill its contractual obligations, and providing all useful justifications.

In any case, the party affected by the case of force majeure or the external cause must make its best efforts to limit the duration and consequences.

If the event giving rise to the case of force majeure lasts for more than three months, either party may terminate these GG and/or the concerned CP by registered letter with acknowledgment of receipt, unless expressly agreed otherwise between the parties.

Article 16 – renunciation

The fact that one of the parties does not take advantage of a breach by the other party of any of the obligations set forth herein shall not be interpreted for the future as a waiver of the obligation in question.

Article 17 – Partial invalidity

If any of the provisions of these General Conditions (CG) and/or the Special Conditions (CP), or part of them, is null and void under a rule of law or a law in force, it shall be deemed unwritten, but will not result in the nullity of the CG or the associated CP nor that of the partially concerned clause.

In case of contradiction, the provisions of the CP take precedence over the CG.

Article 18 – Titles

In case of difficulties in interpretation between any of the titles and any of the clauses, the titles will be declared non-existent.



Article 18 – Applicable law and 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.



ANNEXE 1

1.A – Support access conditions

VATES would like to inform its customers that in order to access support, they must follow a specific protocol. Any requests made outside of this protocol will not be processed within the guaranteed timeframe outlined in the SLA.

In the event of an anomaly in the customer's infrastructure, the customer must follow these steps:

1. Log in to their support area using the main contact account as defined in the terms and conditions, or any other account that has been previously added to the customer's organization by the main contact. The support area can be accessed via <https://account.vates.fr/#/support>.
2. The customer must open a support ticket describing the problem with their infrastructure to the best of their ability. They can provide the following elements to help with this:
 - o A description of the problem
 - o A screenshot from Xen Orchestra Appliance
 - o A log containing any error message(s)
3. To process the request, VATES technical support teams may require additional information or request that the customer open a secure support tunnel from the Xen Orchestra interface. It is important for the customer to understand that failure to provide the necessary elements required by VATES may result in abnormally long delays in processing the problem. VATES cannot be held responsible for any such delays.

1.B – Classification of requests

Type of Request	Definition
Incident	Any event that is not part of the standard operation which can cause, or could cause, an interruption or a decrease in the quality of the service.
Configuration	This request is not related to an "unforeseen interruption" or a "reduction in the quality of an IT service". This request is about a configuration or a change in the configuration of the Software that is planned.
Features request	This request is not related to an "unforeseen interruption" or a "reduction in the quality of an IT service". This request is related to a new feature of the Software.
General question	This request is not related to an "unforeseen interruption" or a "reduction in the quality of an IT service". This request is about information on our Software or on our Rates.
Sales Request	This request is not related to an "unforeseen interruption" or a "reduction in the quality of an IT service". This request concerns account management (Financial, administrative, organization, GDPR, etc.) or a commercial request on our Software.

	Impact		
	Company	Pool or a server	VM
Total stop of production	S1	S1	S2
Degraded production	S1	S2	S2



	Impact		
	Company	Pool or a server	VM
Malfunction without impact on production	S2	S2	S3
Change and configuration management	S3	S4	S4
Features Request management	S3	S4	S4
General / Sales Question management	S3	S4	S4

1.C – Service Level Agreement

The conditions specified below shall apply depending on the support level selected by the customer:

	Essential	Essential +	Pro	Enterprise
Coverage	Business Day	Business Day	Business Day	24-7
Response time (for S1)	24h	24h	24h	1 hour
Solution plan	48h	48h	48h	3 hours
Target resolution	72h	72h	72h	24h

