



Terms of Sales - XWiki

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1. Date of the Version of the Terms of Sales

Version of the General Terms and Conditions effective October 1st, 2025.

2. Subject and Scope of Application

The present general conditions, modifiable at any moment, apply to the suite of products and provision of services, even through subscription, provided by XWiki SAS, simplified joint-stock company with a registered capital of 37 324,00€, domiciled at 4 Faubourg Poissonnière Street, 75010 PARIS, France, licensed at the RCS (Commercial and Companies Register) the 19/07/2004 under the number Paris B 477 865 281, having the SIREN number 477865281 and the intra-community VAT number FR69477865281.

The general terms of business, described hereunder, apply unconditionally, and without limitation, to the suite of products and deliveries made by the company XWiki SAS alongside customers, whether they are private or business. If any of the clauses were to be declared void, it would be deemed unwritten but would not void the order, these terms of sales or the particular terms and conditions of the product, the service and/or the subscription.

Any acceptance of a quotation, or purchase order, implies the buyer's express and unreserved acceptance of these general conditions. The informations figuring on any other document, whatever it may be is for information purpose only, with the exception of any special conditions granted by the Publisher, which shall prevail in the event of contradiction. These special conditions may be included in a quotation or an annexed contract referring to this document, for example.

No tolerance shall be construed as a waiver of any right.

3. Financial Terms

3.1. Price

Prices invoiced to the Clients are those in force on the day the order is registered, net of any discounts and rebates applicable to the order.

Regarding subscriptions, the price-setting conditions are indicated on the subscription form sent to each subscriber.

Prices can be modified at any moment without notice period, without liability to the User.

The prices provided by the Publisher are established in euro, exclusive of VAT. Every change of the applicable rate may be passed onto the price of the products. Moreover, if one or more taxes or contributions, in particular environmental taxes, are created or modified, either upwards or downwards, this change may be passed onto the price of the products shown on the website.

In the event of an order to a country other than metropolitan France, the customer is the importer of the product(s) concerned. Customers from the European Union who provide either a valid intra-Community VAT number or a VAT exemption number are exempt from VAT in France in application of article 262 ter I of the French General Tax Code. Customers outside the European Union can also be exempted from VAT on presentation of the required supporting documents.

3.2. Terms of Payment

In the case of a manual order, placed with the sales team, the Service, Good or Subscription is supplied before payment is received. At the start of the contract, the Client receives an invoice to be paid by bank transfer within 30 calendar days.

3.3. Late Payments

In the absence of payment on the due date, penalties equal to three times the legal interest rate in force on the date of the order will be applied from the first day of delay. Any professional in default of payment is automatically liable to pay an additional indemnity of 40 euros for collection costs. In the event of non-payment of any of our invoices, any subsequent payment, whatever the cause, will be charged immediately and by priority to the extinction of the oldest debt. Failure to pay any of our invoices will result in suspension of access to the service until the account has been settled.

4. Orders - Subscriptions - Services

It is common practice for the orders to be subject to an order form signed by the Client and transmitted to the Publisher. This order form indicates the reference and the quantity of the products and services. Orders are final when received by the Publisher. No final order can be cancelled or modified by the Client. The products are offered subject to their availability. Should a Product be unavailable after an order has been placed, the Customer will be informed as soon as possible.

The tariff-setting conditions of the subscription are shown on the order form and are in force at the time of the order. The Publisher informs the Client of any new tariff-setting conditions that could eventually become applicable for the next year before the end of the calendar year occurring at the time of re-subscription.

Requests for account closure should be sent to the following address:

By postal service :

XWiki SAS
4 Rue du Faubourg Poissonnière,
75010 Paris,
France

By e-mail : contact@xwiki.com

The signatory of the subscription form commits the company designated, where applicable, to make the payments, which declares that it is duly authorized to do so.

The subscriber commits to inform the Publisher's Sales Team of any modification in the information communicated during his subscription request, including billing details, bank references or credit card numbers.

When the subscription is installed and at each yearly renewal, the Client receives an invoice for the amount of the flat-rate subscription.

The Client agrees not to transfer the Subscription and/or any rights and obligations arising therefrom to a third party by any means whatsoever.

In the case of a consulting mission, planning will not begin until the sales contract has been signed. In case of high demand, the execution of the mission can start up to 8 weeks after the signature of the contract.

The Publisher offers several products and services, described hereinafter.

4.1. XWiki Cloud Service Level Agreement

4.1.1. Conditions of physical hosting (OVH)

OVH is the agreed provider of XWiki SAS for hosting services. OVH servers are found on sites located in Metropolitan France. The relevant conditions of their service terms are presented as follows.

4.1.1.1. "Dedicated Cloud" Offer

XWiki is based on the offer "[Private Cloud](#)" proposed by OVH to offer the Customer an instance offering an optimal level of availability.

4.1.1.2. Monitoring 24 hours out of 24 hours

OVH is the only host in Europe that has teams of technicians in the hosting center available to intervene optimally 24 hours a day, 365 days out of 365. In addition, OVH has a system (using the ICMP protocol) to monitor all servers. If an anomaly is detected, an intervention is automatically programmed and a follow-up email containing information on the progress of solving the problem is sent to XWiki, allowing stable on-time information for the client.

XWiki SAS can contact the OVH support when needed 24 hours a day in case of a problem with the infrastructure.

4.1.1.3. General Conditions and Certifications

- OVH's general conditions are available on the [OVH website](#) in french language. A non-binding [English language version is provided by OVH UK](#).
- OVH, the hosting provider of XWiki, has the ISO 27001 European standard of quality along with a SOC Type 1, 2 and 3 certification: [OVH Safety and Compliance](#).

4.1.2. Availability of instances

4.1.2.1. Planning

Servers are available 24 hours a day, 7 days a week outside of scheduled maintenance and full system backups. Tasks such as preventive maintenance, backups, and updates that make the application unavailable are scheduled and executed outside of business hours. If XWiki SAS has as the only choice to schedule an intervention during the Customer's working hours, XWiki SAS representatives will contact the Customer to find the best solution for both parties.

4.1.2.2. Scheduled Preventive Maintenance

Preventive maintenance of servers used in production is planned in advance outside from Monday to Friday, from 9 a.m. to 6 p.m. (Paris time, France), hereinafter referred to as "business hours". Maintenance periods will be communicated to the Customer at least one week before the start date. XWiki SAS will make efforts to plan major maintenance tasks requiring more than 3 hours of downtime during the weekend.

The standard way of communication between the Client and the XWiki SAS administration team is XWiki Network. In case of unavailability, the alternative way of communication is through e-mail.

The XWiki SAS administration team communicates to the Customer:

- Scheduled maintenance tasks.

- The expected duration of the interruption of service.
- The impact on the availability of the instance.

4.1.2.3. Unscheduled server unavailability

An unexpected situation may cause the server to become unavailable. All existing instances on the server will not be accessible during the required incident management timeframe, according to the Service Level Agreement (see corresponding article).

4.1.2.4. Service Level Agreement

When the Service is unavailable or is experiencing malfunctions for which XWiki can be held responsible, it is the Customer's responsibility to contact the XWiki services and open an incident ticket from its Management Interface.

The service level agreement is the following:

Component	Service Level Agreement	Reimbursement
Infrastructure	99.9%	Our OVH provider guarantees 100% availability for the network, 99.95% for connectivity, 99.99% for servers, and 100% for storage. If an OVH server is unavailable they will replace the server in 15 minutes. We guarantee an overall rate of 99.9% annually on the availability of infrastructure not related to software malfunction. In case of unavailability beyond this level, XWiki will reimburse 5 times the pro rata of the hosting contract corresponding to the period of unavailability, within the limit of 100% of the contract of the current month.
XWiki Platform	99%	XWiki SAS guarantees the availability of the XWiki platform at 99%, including the various components (XWiki platform, database, application server). In case of unavailability beyond this level, XWiki will reimburse 5 times the pro rata of the hosting contract corresponding to the period of unavailability, within the limit of 100% of the contract of the current month.

XWiki SAS cannot be held responsible for any malfunction directly caused by changes made by the customer. In the event of such a malfunction, XWiki SAS agrees to release XWiki software as part of the support ticket processing commitment. XWiki SAS cannot be held liable for the availability of software bugs that do not imply the general unavailability of the platform, which is the responsibility of support.

The calculation of indemnities linked to the unavailability of the Service shall be made from the time of the creation of the incident ticket by the Customer until the resolution of the malfunction is confirmed by XWiki.

Reimbursements for service level warranty claims shall be made on the first day of the month following the unavailability of the service for which XWiki can be held liable. The Customer will be able to choose a reimbursement method, which can be done either through wire transfer or as a discount on further contracts. The Customer cannot request the application of the service level guarantee beyond one month after the closing of the incident ticket corresponding to the malfunction encountered and for which he would request the compensation provided for in the terms of this article.

In the case of a global support and hosting contract without an indication of the hosting price, the refund will be based on 25% of the total contract.

4.1.3. Data Security and Business Continuity

4.1.3.1. Security

Security analysis are regularly performed on all XWiki servers, protected by firewalls. All security software used by XWiki SAS is regularly updated to protect instances of known security vulnerabilities. In addition, all XWiki SAS systems (including operating systems and applications) are protected by passwords.

4.1.3.2. Backups

Every day, a backup of customer data is performed, allowing for restoration in the event of a software or hardware incident. The time required to restore data depends on the nature of the problem encountered. All data from XWiki SAS servers is duplicated on servers located in different geographical locations within the European Union. Customer data backups are encrypted, and the encryption keys are protected.

XWiki SAS replicates customer backups across three separate storage locations:

#	Storage	Minimum retention period	Minimum frequency of retained backups	Backup availability time
1	Hot storage hosted by OVHCloud, in a data centre different from the one used to host the customer's server.	30 days	Daily	T0+1 day
2	Hot storage hosted by a provider other than OVHCloud.	30 days	Daily	T0+2 days
3	Cold storage - Only available for Enterprise support plans.	6 months	Monthly	T0+1 months

The Backup availability time column indicates the date on which a backup performed at T0 is made available on the corresponding storage.

If an application error corrupts the data on the Customer's server, the data can be restored from storage 1 or 2 with a maximum loss corresponding to 1 day of activity, or from storage 3 for customers with an Enterprise support plan, with a maximum loss corresponding to 1 month of activity, if the incident is reported more than one month after it occurred.

The objective of this data backup policy is to make data resilient in the event of potential incidents (e.g., destruction of the data centre, cyberattack, or contractual dispute with the hosting company).

Customers undertake to perform their own backups, which can be done simply from the interface of their instance. The data can then be reimported in whole or in part via the import interface. For more information, see: <https://extensions.xwiki.org/xwiki/bin/view/Extension/Administration%20Application#HEXport>

4.1.3.3. Business Continuity

In the event of a major disaster (e.g. flood, fire incidents at locations), impacting the XWiki SAS information system and the Client service, XWiki SAS will implement the following Business Continuity plan.

We have listed below the impacted systems that are used to provide the services to our clients, the impact associated and the recovery time needed to get back to normal operations:

Service	Impact	Recovery time in degraded mode	Full recovery time
XWiki Cloud service hosted by XWiki SAS	In case of a major disaster, the service could become unavailable and be only recoverable by setting up a new infrastructure.	In case the level of disaster is very high, and there are difficulties to secure infrastructure for recovery, we might need to set up an intermediary system to recover clients on a temporary platform. This service is only available to Business and Enterprise clients. Enterprise Clients: maximum 1 week Business Clients: maximum 1 month Starter and Basic Clients: no accelerated recovery	The case where a platform can be secured in less than 1 week: Enterprise Clients: maximum 2 weeks Business Clients: maximum 1 month Starter and Basic Clients: maximum 3 month The case where a platform is secured in more than 1 month: Enterprise Clients: maximum 2 month Business Clients: maximum 3 month Starter and Basic Clients: maximum 6 months

email Systems	The email service may be unavailable due to the unavailability of the XWiki DNS	0 days - the Account Manager in charge of the Client account can be contacted by phone	1 day
XWiki Network	The ticket management service may be unavailable	0 days - the Account Manager in charge of the Client account can be contacted by phone	1 week
Documentation on the service provided to Client	Data from our intranet may be unavailable	2 days - re-creation from backups	2 days
Test servers used by support	The test servers may be unavailable	0 days - support will be offered on the testing servers	2 weeks

In the event of a major disaster, the company's services will be reassembled, with priority given to essential services to ensure continuity of service to customers. All the data of the XWiki information system are backed up on 2 separate sites with daily backup. They are among the priority services to be escalated in the event of a major disaster on our information system platform.

Clients can contact their account manager to be informed of the progress of the recovery.

4.1.3.4. Data Ownership

The Customer remains the sole owner of the data stored on its instance, even when this data is copied as part of the backups of the Customer's instance. The Customer is solely responsible for the content published in the platform and for any needed moderation required by the law. In case the service is hosted by XWiki SAS and the platform is used for providing a public web site, XWiki SAS might receive take down requested under the French law and will inform the Client in order to respond to the request. In case the Customer does not respond to XWiki SAS's inquiries, XWiki SAS might be required to perform the take down or bring down the service.

4.1.4. Instance Performance

The performance of the instance depends on several factors, including the intensity of network traffic and the type of requests being processed on the server. For web applications, these factors include network speed performance, network provider availability, communication lines, web browsers used. These factors may have an impact on the perceived performance of the proceeding. XWiki SAS makes the best effort to optimize all of the factors and components for which it is responsible.

XWiki SAS balances server load to ensure optimal performance, monitors and adapts the performance level of all instances and the systems under its control. Ressources assigned to servers depend mostly on the number of users in an instance.

4.2. Support Conditions

XWiki SAS will provide the Client with technical support XWiki instances deployed on XWiki Cloud or on premise, covering daily assistance. This support enables the Customer's technical team to contact XWiki SAS support team members at any time for assistance in the usage and configuration of the software.

XWiki SAS offers four different support plans: Starter, Basic, Business, and Enterprise. The support plan selected by the client will be indicated in the Purchase Order. The Starter plan is only available through online orders, for an XWiki instance hosted on XWiki Cloud.

The Starter and Basic plans are recommended for standard XWiki instances, without custom development or configuration. The Business plan is recommended for business solutions for which maximum 10 days of development or customization have been performed. The Enterprise plan applies for advanced business solutions.

The services provided as part of the Agreement are the following:

- **Configuration Support:** XWiki SAS will assist the Client in the process of checking that the parameters of the XWiki software are set up correctly in order to guaranty the software good behaviour.
- **Configuration and handling (Enterprise):** XWiki SAS performs the tasks of not-complex configuration of the XWiki software based on the Client's specifications and assists the Customer at its first use. In this regard, it provides all the information and recommendations necessary for the administration of the instance, the parameters and good practices related to the use of the software by the persons designated by the Client. During the start-up period, specific methodologies will be implemented via a dedicated communication channel (XNNG) or video conferences.
- **Remote Diagnosis:** whenever possible, XWiki SAS will use remote access in order to diagnose and assess issues reported by the Client.
- **Maintenance & Bugfix:** XWiki SAS will provide the client with fixes or workarounds for the issues they might encounter while using XWiki software. Depending on the type of issue, XWiki SAS can also patch the issue at a product level and recommend an upgrade to benefit from it.

4.2.1. Scope of the Contract

Support of the XWiki instance provided to the Client is based on specific usage numbers (number of active users and number of sub-wikis):

- **Active user:** an account created on the system, which can be used by users or third-party services to access the system contents. User accounts can be disabled from the system administration. Disabling an account prevents it to be used for accessing the system contents.
- **Sub-wiki:** a wiki created in the system, excluding template wikis (wikis created to serve as models for other wikis).
- **Storage volume allowed:** storage used by the contents included in the XWiki instance.
- **Views (for public sites):** the number of page views for the public sites.

The specific usage numbers will be listed in the XWiki commercial proposal, as agreed with the Customer.

XWiki SAS support services are provided on a subset of XWiki versions. Any XWiki version supported by XWiki SAS is called a "recommended version". Recommended versions of XWiki cover :

- XWiki long-term support (LTS) versions, released at the end of each calendar year, with minor updates distributed for one year.
- Once a year, a stable version of XWiki is released. This version provides access to the latest developments in XWiki.

When signing the Contract, XWiki SAS indicates to the Customer the latest recommended version of XWiki to be deployed on XWiki Cloud or to be installed on the Customer's infrastructure. The Customer may also contact XWiki SAS technical support at any time during the Contract period to be informed of the latest recommended version of XWiki.

The XWiki software update release cycle is detailed on the following page: <https://dev.xwiki.org/xwiki/bin/view/Community/VersioningAndReleasePractices>.

Support for older recommended versions

XWiki SAS support guarantees are limited to the most recent recommended versions of XWiki. XWiki SAS commits to support the recommended versions of XWiki within their age limit according to the following conditions:

Support offer	Starter support	Basic support	Business support	Enterprise support
Age limit for the recommended version used	1 year	1 year	2 year	3 year

In the event that the Customer has a non-recommended version of XWiki or a recommended version of XWiki older than these maximum durations in relation to the subscribed support offer, XWiki SAS support will process any request related to the instance on a best effort basis. XWiki SAS support may also recommend an update of the XWiki instance to resolve the request.

4.2.2. Contacts and means of communication

At the start of the support contract, the Customer designates several persons authorized to contact XWiki SAS. The standard mode of communication between the Customer and the XWiki SAS administration team is via XWiki Network. In case of problems with XWiki Network, the alternative communication mode is via email.

In case of departure or absence of one of them, another contact will be named by the Client. In addition to the above two cases, the Customer may appoint new substitutes without special justification once a year.

The appointment of new referrals more than once a year will require the prior approval of XWiki SAS.

The number of authorized contacts allowed depends on the level of support chosen.

4.2.3. Terms of Assistance

When a problem is reported to XWiki SAS by the Customer, XWiki SAS agrees to provide the Customer either:

- A hotfix directly implemented on the instance or sent to the Customer for him to deploy on his instance,
- A workaround in the form of good practice of using the software.

In the case where the incident patch cannot be deployed on the Customer's instance due to a too important version difference between the latest recommended version of XWiki and the version of XWiki used by the Customer, XWiki SAS may recommend updating the instance to the latest recommended version of XWiki in order to correct the incident. In this case, XWiki SAS makes no commitment to provide assistance.

4.2.4. Incident types

There are three types of issues that the Client may have:

Issue Severity Level	Issue Definition	Answer to the issue
Minor Issue	A trivial action that is not part of the core feature set of the wiki (for instance, the auto suggest for tags is not displayed in the Safari browser) does not work as expected.	We take the issue into account considering the time frame defined by the client's support contract. We help the client find a way to achieve his/her initial purpose without

		performing the given action. We provide the CLIENT with the date when the issue encountered is likely to get fixed.
Major Issue	An important action that is not part of the core feature set of the software (referred to as "major issues") cannot be performed but a workaround is available.	We take the issue into account considering the time frame defined by the CLIENT's support contract. We provide the workaround patch to our customer, or apply it ourselves within a reasonable time frame depending on the CLIENT's choice.
Critical Issue	An action crucial to the purpose of the software (referred to as "critical issues") cannot be performed (for instance, an user cannot edit a page any longer although he has been granted the right to do so) and there are no workarounds available	We take the issue into account considering the time frame defined by the CLIENT's support contract. We provide a workaround, a bug fix, or a solution the CLIENT agrees on within a reasonable time on a best-effort basis.

At the request of the Client, certain important or crucial functions may be specified in the purchase order.

4.2.5. Initial Response Time

The initial response time is the time between the moment someone from the Client contacts XWiki SAS and the moment the request gets into XWiki SAS' issue tracking system with an estimated solving time.

Support services are available during XWiki SAS business hours, from Monday to Friday, from 9 a.m. to 6 p.m., Paris time (France).

Incident Type	Starter	Basic	Business and Enterprise
Minor Issue	No support	2 business days	1 business day
Major Issue	No support	1 business day	4 business hours
Critical Issue	1 business day	4 business hours	2 business hours

XWiki SAS will work on a best effort basis to solve the issue raised by the Client. As a general rule, a higher level of support means that incident tickets are handled on a priority basis.

4.2.6. Information to be provided by the Client to solve an issue

The Client agrees to provide XWiki SAS with all the information requested in order to replicate and diagnose the issue submitted. The Client will provide at the minimum the following information when reporting an issue:

- The version of XWiki Enterprise software used by the client.
- A reasonably detailed description of the issue, including steps to recreate the issue.
- A screenshot of the user interface showing the issue when applicable.
- A public URL of the screen showing the issue when applicable.
- Any log files from the browser while running the steps recreating the issue.

In order to ease management of support requests, XWiki SAS may use [public statistical data about XWiki instances](#) to gather information about supported instances. The Client can choose to opt-out from the use of this data by [disabling the Active Installs module](#) in XWiki configuration.

By accepting these Terms and Sales, the Client acknowledges and agrees that XWiki SAS' ability to provide satisfactory support and maintenance is dependent on the information provided by the Client. In the event the information provided is incomplete, XWiki SAS cannot guarantee the resolution of the problem however it will do its best efforts to solve it.

4.2.7. Browser Support

The support services are performed for usages using the last two versions of the following browsers: Firefox, Chrome, Safari and Microsoft Edge.

The "last two versions" of a browser are the last 2 versions at the time of the development of the last version the software. In case of problems, the support contract will cover the last two versions of browsers at the time of the problem. This allows covering more than 80% of active users.

XWiki SAS encourages the Customer to update the version of its software as soon as possible in order to guarantee support. In such a case, the Publisher cannot be held responsible for the impossibility of supporting a more recent version which, for example, would have abandoned a necessary functionality of the XWiki software.

4.2.8. Languages used in the support process

The main language used in the XWiki support process and also for the documentation provided is English. The questions raised are taken into account both in English and French. At the Business and Enterprise level, XWiki SAS will endeavour to respond to the Customer in French, but for operational reasons, especially during holidays, answers may only be provided in English. The installation guides are mainly provided in English.

4.3. Benefits associated with support services

		Standard wiki for small teams		Simple business solution	Advanced solution
		Starter	Basic	Business	Enterprise
Deployment	Supported deployment methods	XWiki Cloud only	XWiki Cloud and on premise	XWiki Cloud and on premise	XWiki Cloud and on premise
	Supported installation methods		Linux, Tomcat, Jetty, Docker, Debian	Linux, Tomcat, Jetty, Docker, Debian	Linux, Tomcat, Jetty, Docker, Debian, Kubernetes, Windows, Oracle, multiple instances or clusters, other
	Customized domain name on XWiki Cloud		✓	✓	✓
	IP address restriction on XWiki Cloud			✓	✓
	Offline installation support			✓	✓
	Number of supported instances		1	1	2

		Starter	Basic	Business	Enterprise
Benefits	Security patches	✓	✓	✓	✓
	Additional support			Multilingual wikis	Multilingual wikis, specific developments
	Support methods	Dedicated portal	Dedicated portal	Dedicated portal, email	Dedicated portal, email, dedicated account manager
	Professional services				20h of consulting included per year of support
	Licences for development or staging instances			1 instance, up to 50 users	2 instances, up to 50 users
Authentication	LDAP and Active Directory		✓	✓	✓
	OIDC, Entra ID, CAS, SAML			✓	✓
	SCIM support				✓

		Starter	Basic	Business	Enterprise
Extensions	Antivirus application	✓	✓	✓	✓
	XWiki Pro applications		✓	✓	✓
	Migration tools			Confluence migrator	Confluence migrator, Sharepoint and MediaWiki migrations
	Artificial Intelligence				Yes (available in beta)
	Supported community extensions		List available on xwiki.org	List available on xwiki.org	List available on xwiki.org
Limits	Number of authorized support contacts	1	2	3	4
	Number of sub-wikis	1	25	50	100
	Storage limits	2GB up to 10 users 5GB for 10 or more	2GB up to 10 users 20GB up to 100 users 50GB for 100 users or more	5GB up to 10 users 50GB up to 100 users 100GB for 100 users or more	10GB up to 10 users 100GB up to 100 users 500GB for 100 users or more

4.4. Consulting Services

XWiki SAS may intervene with a Client using XWiki's software solutions in order to provide consulting services. These services provide the Client with a consultant who has expertise on the XWiki software and is actively involved in its development, for a fixed period of time determined by contract.

The consultant may be asked to set up training courses, provide support, or implement new functionalities specific to Client needs (thereafter "specific developments"), for the duration of the consulting service. To this end, the consultant may be asked to provide a deadline for the completion of a specific assignment, such as the delivery of a new feature. This deadline does not constitute a contractual commitment of any kind, and is merely an estimate. Therefore it shall not be legally binding in any way.

XWiki SAS cannot provide any guarantee of results at the end of a consulting mission. Only a fixed-price project contract can provide a guarantee of results.

4.4.1. Specific developments impacting XWiki upgrades

In order to address advanced functional needs, XWiki SAS may have to perform specific developments that may cease to function properly when XWiki is upgraded to a later version.

These specific developments greatly impact maintenance costs associated with XWiki upgrades, as they need to be re-visited at the same time as the upgrade of the XWiki instance on which they are deployed. In order to reduce these costs, XWiki SAS takes care of limiting to the maximum the amount of developments having an impact on XWiki upgrades during the realization of specific functionalities.

5. Protection against cyber-threats

By using the products and services provided by XWiki SAS, the User acknowledges the existence of cyber-threats, and the inherent risk associated to them. The User therefore agrees to respect the security policy provided by XWiki SAS, available by clicking on this link : <https://dev.xwiki.org/xwiki/bin/view/Community/SecurityPolicy/>. As a general rule, XWiki SAS recommends that the User update their instance of XWiki, whether the instance is hosted on-premise or on XWiki Cloud, to the latest recommended version.

The Publisher may not be held liable in the event of a cyber-security vulnerability being exploited by a third party.

When a security issue is made public, a recommended version of XWiki will be published 3 months after the release of this issue. As such, customers always have the possibility to upgrade to a non-vulnerable version of XWiki every time a security issue gets released. When an XWiki instance is hosted on XWiki Cloud, the upgrade to a patched version of the XWiki software is only provided once this version has been qualified to be deployed on XWiki Cloud. For some specific cases, XWiki SAS support team may provide security patches on a best-effort basis to fix a security issue without having to upgrade XWiki.

The Publisher recommends regular upgrades of the software, to limit exposure of the installation to any cyber-threat and to [enable XWiki Support on the instance](#). Depending on the instance complexity, these upgrades may require [specific developments](#).

6. Terms of Sales

6.1. Manual Shipping

XWiki SAS commits to make the software available at least 30 Business Days after full payment of the order, unless explicitly stated otherwise in its commercial documents.

In case of high demand, the execution of a consulting mission can begin up to 8 weeks after the signature of the contract.

The Publisher may not be held liable to the customer or any third party for any direct or indirect damage whatsoever resulting from any delay, loss, deterioration or error in the execution of the order, for whatever reason.

6.2. Intellectual Property

XWiki software and other Open-Source add-on modules are distributed under the LGPLv2.1 license and copyright of their respective authors, which include XWiki SAS. By purchasing the services and/or products of XWiki SAS, the Client agrees to respect the terms of the LGPLv2.1 license, and in particular the obligation to distribute the source code of all modifications to the LGPLv2.1 code of the XWiki software and additional Open-Source modules delivered within the framework of this contract.

On the other hand, and unless otherwise stated, developments delivered under this contract that are not modifications to the XWiki software or its additional Open-Source modules are the exclusive property of the Client, particularly design elements or code specific to the customer's business rules.

XWiki SAS remains the owner of the methods, tools, and know-how used or developed within the execution of the services.

Redistribution of modifications to LGPLv2.1-licensed code

By default, new additional modules that may be developed as part of a Client's project may be redistributed by XWiki SAS under the LGPLv2.1 license, provided they do not contain any data that cannot be disclosed publicly. At the Client's request, the latter may be listed as a contributor to the software. Otherwise, XWiki SAS will be listed as the sole contributor.

At the Client's request, a list of developments and contributions that may not be published under the LGPLv2.1 license may be specified.

LGPLv2.1 License

The LGPLv2.1 license was created by the Free Software Foundation (FSF) with the aim of allowing the use and installation of Open Source libraries in proprietary software without the latter being affected by the virality of the GPL license.

The important aspects of the LGPLv2.1 license for the customer are as follows:

- The freedom to use XWiki software, including to build and distribute proprietary software
- The obligation, in the event of redistribution of modified software, to publish the source code of improvements and modifications to the software.
- The possibility of creating independent add-on modules, under proprietary license, distributed with the XWiki software.

This program is free software: you can redistribute it and/or modify it under the terms of the GNU Lesser General Public License as published by the Free Software Foundation, in the version 2.1 of the License.

This program is distributed in the hope that it will be useful, but WITHOUT ANY WARRANTY; without even the implied warranty of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE. See the GNU Lesser General Public License for more details.

A copy of the GNU General Public License can be found here: <https://www.gnu.org/licenses/old-licenses/lgpl-2.1.txt>

By being bound by this license and sharing their improvements to the XWiki software, all users of the software can benefit from the improvements made by other users.

Ownership of patches

XWiki SAS remains the owner of the copyrights relative to the results of the services. XWiki SAS remains the owner of all exploitation rights, as defined in article L.122-6 of the French Intellectual Property Code, i.e. the rights to exploit, represent, adapt, translate, reproduce, and market said results, whether in exchange for payment or free of charge (including rental).

7. Claims - Returns

7.1. Right of withdrawal

Under article L221-28 of the French Consumer Code, in particular in subparagraphs 3, 9 and 13 and taking account of the nature of the Products and Services provided by XWiki SAS, their delivery and execution terms and their payment terms, the Client does not benefit from a right of withdrawal.

Furthermore, unless stated otherwise in a quotation or annexed contract, the Client waives any right of withdrawal by accepting these Terms of Sales.

7.2. Legal guarantee of conformity and of hidden defects

Under articles L217-4, L217-5 and L217-12 of the French Consumer Code, products provided by XWiki SAS benefit from the legal guarantee of conformity for all orders that are defective, damaged or do not correspond to the order. They also benefit, in application of articles 1641 and 1648 of the French Civil Code, of the legal guarantee against hidden defects coming from a design or manufacturing defect, resulting in making the provided product unfit for use.

In order to claim its rights, the Client will have to inform XWiki SAS, in writing (by e-mail or in a written letter), of the non-conformity of the products or the existence of hidden defects as soon as they are discovered.

XWiki SAS will refund, replace or repair the products under guarantee deemed non-conforming or defective.

The refunds, replacements or repairs of products deemed non-conforming or defective will be made at the earliest opportunity. The refunds can be made by bank transfer or bank cheque.

XWiki SAS cannot be held responsible in the following cases:

- non-compliance with the legislation of the country in which the products are delivered, which it is the Client's responsibility to check.
- in case of misuse or negligence from the Client
- in case of force majeure

- The photographs and visuals presented on all XWiki SAS websites are non-contractual and therefore cannot engage the responsibility of XWiki SAS.

The guarantee of XWiki SAS is, in any case, limited to the replacement or the refunding of the products not in conformity or affected by a defect.

7.3. Customer Service

In the event of a disagreement/dispute concerning a service or product related to XWiki SAS, the consumer customer may send a substantiated complaint to our customer service department:

By mail:

XWiki SAS
4 Rue du Faubourg Poissonnière,
75010 Paris,
France

By e-mail: contact@xwiki.com

7.4. Referral to an ombudsman

Under articles L.616-1 and R.616-1 of the French Consumer Code, XWiki SAS offers a consumer ombudsman service. The chosen mediation entity is :

Médiateur de la consommation FEVAD

BP 20015

75362 PARIS CEDEX 8

You can also contact the ombudsman using [this form](#).

Consumer mediation is an out-of-court dispute settlement process whereby a consumer and a professional attempt to reach an amicable settlement of a dispute between them, with the help of a third party, the ombudsman. If the Parties fail to reach an amicable agreement, the ombudsman proposes a solution to settle the dispute.

This is an alternative to legal action, which is often long and costly. However, the Client still has the option of going to court if mediation is unsuccessful.

Referral to the ombudsman must be made within one year of the client's written complaint to XWiki SAS. This referral can only be made in the event of a negative response or no response from XWiki SAS after 60 days.

8. Personal Data

Personal Data

The privacy policy and its sub-policies explain the way the Publisher handles and protects the Client's personal data and privacy in relation to his account, his use of the services, and his browsing of the websites related to www.xwiki.com, www.xwiki.org and

www.cryptpad.fr. By agreeing to the present Terms of Sales and to be able to use the Products and Services provided by XWiki SAS, you also agree to XWiki SAS Privacy Policy and its sub-policies.

Data processing agreement

If, in the provision of the Services, the Publisher processes, on the user's behalf (where the user acts as a Data Controller), any personal data that is subject to the EU General Data Protection Regulation (GDPR), the Publisher's data processing agreement shall apply.

A data processing agreement is a legally binding contract that states the rights and obligations of XWiki SAS, acting as a data processor, and the natural or legal person, acting as a data controller, concerning the protection of personal data. It completes the Publisher's Terms and Conditions and applies to personal data processing activities subject to GDPR.

A copy of our data processing agreement in PDF format is available on request.

9. Confidentiality

XWiki SAS acknowledges that during the performance of its contractual obligations, it may have access to information that the Customer considers confidential, including plans, studies, technical specifications, financial information relating to the contract or an order, and, generally speaking, to information specific to the Customer, hereinafter referred to as Confidential Information, whether communicated in writing, orally or by any other means.

XWiki SAS commits to the following measures for a period of two years from the date on which it has access to the Confidential Information or, in the event that this information constitutes a business secret, until it is no longer a business secret:

- Maintain the confidentiality of the Confidential Information,
- Take the same measures as those taken in respect of its own Confidential Information to prevent its publication or disclosure to third parties,
- Communicate it to members of its staff on a "need to know" basis, in order to carry out the present contract or order,
- Use them only for the needs of the Customer,
- To return to the Customer, at the end of the contract, any medium received from the Customer and containing Confidential Information.

In any case, XWiki SAS guarantees that its personnel will respect its obligation of confidentiality. As information processing is XWiki SAS's main activity, XWiki SAS will not be bound to consider as confidential any concepts, ideas, know-how and techniques related to information processing. Confidentiality does not apply to information known to XWiki SAS prior to the date of access, to information obtained from third parties, legitimately and without obligation of secrecy, to information developed independently, or to information made public by the Customer.

10. Communication about Services

The Client authorizes XWiki SAS to use its company name, its commercial name and/or its brands and logos as part of its communication policy. The name and the logo of the Client can, with the Client's authorization, appear on the promotional materials edited by XWiki SAS including but not limited to, the company's website, advertising flyers, brochure or video presentation.

11. Responsibility - Guarantee

The Client is solely responsible for the choice of Product or Service, having received the necessary and sufficient advice and information on its conditions of use, capacities and performance limits. Products and services comply with their description on the site and/or their commercial documentation.

The Client expressly acknowledges that the Publisher shall, in no event, be held liable for any direct or indirect loss or damage resulting from the Client's use of the various Products and Services. The Client is also solely responsible for the use and/or interpretation he makes of the documents and data he consults and/or the results he obtains, deduces and/or issues.

In no event shall the Publisher be liable to the Client or any third party for any direct or indirect damage arising from the use of the information, and in particular as a result of inaccurate or incomplete information, indexing errors, delays in putting information online, insufficient completeness, etc. of the data contained in the various Products and Services.

Both Parties declare that they have all the necessary means (material, human, availability, and access to information) to ensure optimal execution of the Contract and will fulfill their obligations in compliance with the regulations in force, the rules of the trade and, where applicable, within the deadlines set for them.

XWiki SAS has insurance, covering hosting and support services, a copy of which can be supplied to the Client on request.

Under articles L217-4, L217-5 and L217-12 of the French Consumer Code, products provided by XWiki SAS benefit from the legal guarantee of conformity for all orders that are defective, damaged or do not correspond to the order. They also benefit, in application of articles 1641 and 1648 of the French Civil Code, of the legal guarantee against hidden defects coming from a design or manufacturing defect, resulting in making the provided product unfit for use.

In order to claim its rights, the Client will have to inform XWiki SAS, in writing (by e-mail or in a written letter), of the non-conformity of the products or the existence of hidden defects as soon as they are discovered.

XWiki SAS will refund, replace or repair the products under guarantee deemed non-conforming or defective.

The refunds, replacements or repairs of products deemed non-conforming or defective will be made at the earliest opportunity. The refunds can be made by bank transfer or bank cheque.

XWiki SAS cannot be held responsible in the following cases:

- non-compliance with the legislation of the country in which the products are delivered, which it is the Client's responsibility to check. The Publisher makes every effort to ensure that its products and services comply with French legislation in force at the date of the last update.
- in case of misuse, non-compliance with its obligations or negligence on the behalf of the Client causing direct or indirect damage to the Client or a third party.
- in case of force majeure
- The photographs and visuals presented on all XWiki SAS websites are non-contractual and therefore cannot engage the responsibility of XWiki SAS, in particular the photographs presenting the instances. It is up to the Client to prove any eventual non-compliance.

The guarantee of XWiki SAS is, in any case, limited to the replacement or the refunding of the products not in conformity or affected by a defect. The Publisher's liability shall be limited to proven fault or negligence and shall be limited to direct damages to the exclusion of any indirect damages of any nature whatsoever, in particular loss of opportunity, loss of profit or operating loss.

The total amount of compensation and any sum payable by the Publisher shall not exceed, for all causes combined, all penalties being deducted, including any restitutions that may be ordered, in particular in the event of termination/resolution of these Terms of Sales, the total amount of the price paid annually by the Client for the Product or service concerned. This limitation is stipulated with regard to the prices and royalties agreed and forms part of the economic balance of the Contract. Finally, the Client waives any recourse against the Publisher beyond a period of one year after the occurrence of a harmful event.

12. Force majeure - Hardship

The Publisher may not be held liable if the late enforcement, or lack thereof, of one of his obligations described in the presents Terms of Sales is due to *force majeure*.

Force majeure is defined in French law as any external, unforeseeable and irresistible event, within the meaning of the article 1148 of the French Civil Code.

13. Disputes

The present Terms of Sales and the entirety of operations arising therefrom are subject and governed by all of applicable French law.

For any dispute related to the interpretation and execution of the present Terms of Sales and the entirety of operations arising therefrom, both Parties agree to try to resolve this issue in a settlement at first.

Any dispute which cannot reach a settlement falls under the jurisdiction of Paris Commercial Court, even in the event of summary proceedings, warranty proceedings or of a plurality of defendants.