



TERMS AND CONDITIONS FOR HOSTING LAB SERVICES

1. AGREEMENT OVERVIEW

This Agreement governs the use of the Lab hosting services ("Services") provided by Ascend Cloud Solutions Limited, hereafter known as ACS ("Provider") to the client ("Client"). By accessing or using the Services, the Client agrees to be bound by these Terms and Conditions.

2. SERVICES PROVIDED

The Provider will offer the following Lab hosting services to the Client:

- Access to Lab environment
- General Support
- Security and monitoring services
- Additional services as agreed upon

2.1 Lab Ordering Policy

To ensure timely processing, we require at least 72 hours' notice for all lab orders. Requests submitted with less than 72 hours' notice will be reviewed on a case-by-case basis, and we cannot guarantee fulfilment. Please contact info@ascendcloudsolutions.com for any urgent requests.

2.2 Instructor Labs and Fee Policy

- 1–5 labs: 100% charge for Instructor lab
- 6–9 labs: 50% charge for Instructor lab
- 10 or more lab: Instructor provided free of charge
- Note: Does not apply to the following
 - VMware Cloud Foundation: Build Manage and Secure [V9.0]
 - VMware Cloud Foundation: Automate and Operate [V9.0]
 - VMware Cloud Foundation: Troubleshooting [V9.0]

2.3 Prep Kits Policy

- Case-by-Case Basis: Prep kits will be provided at the discretion of ACS and handled on a case-by-case basis.
- One Prep Kit per Course, per Instructor: Each course and instructor is eligible for one prep kit. Additional kits will be charged at standard rates.
- Availability with Confirmed Class Booking: Prep kits will only be made available once a class booking is confirmed.
- Abuse of Prep Kit Requests: If a client repeatedly requests prep kits and cancels classes, ACS reserves the right to refuse or charge for future prep kits.
- Duration Limitation: Prep kits will only be provided for the maximum duration of the course. Any extensions will be charged at standard rates per day.
- Support Availability: ACS will provide support during Irish business hours only.

2.4 Extensions Policy

- Case-by-Case Consideration: Extensions will be considered on a case-by-case basis.
- Request via VATC Support: All extension requests must be made through emailing vatc-support@ascendcloudsolutions.com or agreed process.
- Standard Rate Charges: Extensions will be charged at standard rates.

2.5 Additional Student Policy

- Effective After Lab Booking Confirmation: This policy comes into effect after the lab booking confirmation and applies if the request is made post the free cancellation period as outlined in the Cancellation Policy.
- Case-by-Case Consideration: Additional students will be considered on a case-by-case basis, depending on the capacity available.
- Request via VATC Support: All requests for additional students must be made through emailing vatc-support@ascendcloudsolutions.com or agreed process.
- Standard Rate Charges: Additional students will be charged at the standard rates.

3. LAB CREATION AND RESPONSIBILITY

The Client agrees to provide accurate and complete information when requesting a lab(s) with the Provider. The Client is responsible for maintaining the confidentiality of account credentials and agrees to notify the Provider immediately if there is any unauthorized use of their account.

4. SERVICE AVAILABILITY

The Provider aims to provide 99.9% uptime for the Services. However, the Provider does not guarantee that the Services will be uninterrupted or error-free, and will not be held liable for any downtime or interruptions.

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1. 5. USAGE RESTRICTIONS

The Client agrees not to use the Services for:

- Illegal activities or violations of local, state, or international laws
- Distributing malware, viruses, or harmful content
- Spamming or unsolicited advertising
- Engaging in actions that may negatively affect the Provider's network or other clients

2. BILLING AND PAYMENT

- All fees for the Services are as agreed upon in the invoice.
- Payment is due as specified in the invoice (30 days). Late payments may result in suspension or termination of services.
- The Client is responsible for any taxes, fees, or other charges associated with the Services.

3. DATA SECURITY AND PRIVACY

- The Provider will use commercially reasonable measures to secure the Client's data and will comply with applicable data protection regulations.
- The Provider may access and disclose Client data as required by law or in response to legal requests.

4. CANCELLATION/TERMINATION

- Either party may terminate this Agreement by providing email notice, subject to the cancellation policy and any outstanding balances.
- The Client agrees that the Provider has the right to suspend or terminate the Services if the Client violates any of the terms outlined in this Agreement.
- **Cancellation Fee** – Based on a working business week (Mon - Fri).
 - **More than 72 hours in advance:** No charge

- **Between 48 and 72 hours:** 50% charge
- **Less than 48 hours:** 100% charge
- Cancellations must be sent to: **vatc-support@ascendcloudsolutions.com**
- Cancellations are considered **per student**.

5. INDEMNITY

The Client agrees to indemnify and hold the Provider harmless from any claims, damages, or losses resulting from the Client's use of the Services, including legal fees.

6. LIMITATION OF LIABILITY

The Provider's liability is limited to the amount paid by the Client for the Services rendered based by the agreed invoice. The Provider will not be held liable for indirect, incidental, or consequential damages.

7. FORCE MAJEURE

The Provider will not be held liable for any failure to perform under this Agreement if the failure is caused by events beyond the Provider's reasonable control, including natural disasters, wars, or system failures.

8. CHANGES TO TERMS

The Provider reserves the right to modify or update these Terms and Conditions at any time. The Client will be notified of any material changes and continued use of the Services will constitute acceptance of the updated Terms.

9. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement will be governed by the laws of the European Union. Any disputes arising under this Agreement will be resolved through arbitration/mediation in Ireland.

10. CONTACT INFORMATION

For any questions or concerns about these Terms and Conditions, please contact us at:

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