



Terms Applicable to Advisory Services

AdaCore

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1 Definitions

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Within all the Purchase Documents (as defined below), the following capitalized terms will have the meanings given below:

“**Active Branch**” means a Branch where all Release types may be produced.

“**Active Product**” means a Product for which there is an Active Branch and possibly one or more Sustained or Baselined Branches.

“**AdaCore**” means the group of companies consisting of Ada Core Technologies, Inc. (USA), AdaCore SAS (France), and CodeSecure, Inc. (USA) and refers to the specific entity providing the Subscription or delivering the purchased Items as well as their Affiliates when acting as Service Contributors.

“**Advisory Activity**” means one of the following:

- 1) “**Consulting**” is advice to the Customer regarding the use of the Seller’s Software in the context of the Customer’s technical environment and/or assistance in the implementation of Changes to the Customer Software;

- 2) **“Training”** is specific education Service provided by the Seller to the Customer, which may include seminars, workshops, and classes related to the Products, their use, and the use of programming language supported by those Products;
- 3) **“Mentorship”** is a combination of Training, Consulting, and technical experimentation tailored to the specific needs of the Customer and designed to maximize their utilization of the Products.

“Affiliate” means any legal entity that, directly or indirectly, controls, is controlled by, or is under common control with another legal entity. For the purposes of this definition, “control” has the meaning it has in the jurisdiction of incorporation of the Affiliate. If this jurisdiction does not have a statutory definition of control, it means the ownership of more than 50% of the voting stock or equity interests or the power to direct the management and policies of the Affiliate.

“Applicable Export Control Regulations” means all national and international laws and regulations governing the export, re-export, transfer, and use of the Items, including the United States’ Export Administration Regulations (EAR), International Traffic in Arms Regulations (ITAR), the requirements for the protection of Controlled Unclassified Information (CUI) or Covered Defense Information (CDI), the EU Dual-Use Regulation (Regulation (EU) 2021/821), the specific national export control laws of France and other Member States, and the UK Export Control Act 2002 and Export Control Order 2008.

“Authorized Partner” means an authorized distributor of Products that has entered into an agreement with AdaCore to sell Subscriptions and other Items, usually within a specific territory.

“Baselined Branch” means a Branch where no Releases will be produced.

“Baselined Product” means a Product where all Branches are Baselined.

“Beta Software” means any Release of a Product or Component that is not generally released for production use.

“Branch” means a set of successive Releases, which usually consist of:

- 1) a **“Preview Release”**;
- 2) an **“Initial Release”**;
- 3) one or more **“Follow-Up Releases”**.

“Business Days” means any day in a calendar year other than a Saturday, a Sunday, a US federal holiday, a French public holiday, or between December 24th and January 1st .

“Buyer” means:

- 1) the Customer, when they directly purchase the Items; or
- 2) the Reseller, when the Items are purchased by a Reseller on the Customer’s behalf.

“Certification/Qualification Documentation Package” or **“CDP”** means either Certification Material or Qualification Material.

“Certification Material” means the specific set of documents, test results, and evidence provided by the Seller to assist a Customer in the certification of their own software under a specific safety standard (e.g., DO-178C, ISO 26262, or EN 50128). Certification Material may consist of or include, where applicable, evidence demonstrating traceability between the Source Code and the Executable Software produced by the compiler (a **“Traceability Study”**).

“Certified Software” means the Customer’s software used in conjunction with a specific CDP.

“Changes to Customer Software” means all the changes made by a Service Contributor to the Customer’s software, build environment, documentation, articles, certification material, or studies.

“Changes to Seller Software” means all the changes made by a Service Contributor to one of the Seller’s Products, their documentation, or Certification or Qualification Material.

“Component” means a software component of a Product.

“Continuous Releases” are Wavefronts and Preview Releases provided to Customers to gather feedback on the upcoming Initial Release.

“Critical Error” means an Error that:

- 1) pertains to a development tool or library and involves an error or vulnerability that may result in, or can be exploited to cause, erroneous or incorrect code execution;
- 2) pertains to a sound verification analysis’ failure to detect a problem that the documentation of the tool says it should identify; or
- 3) prevents the evidence produced for either certification or demonstration of application integrity from being used for the purpose for which it was intended.

“Critical Problem Report” means a Problem Report describing an alleged Critical Error.

“Customer” means the person or legal entity that will use the Items.

“Customer Information” means a Seller’s form provided to the Customer to be completed by the Customer with general Customer information and the names and email addresses of the initial set of Supported Users.

“Deliverable” means any Source or Binary Software, technical documentation, or Certification or Qualification Material that the Seller is explicitly required to provide to the Customer as part of a Project.

“Enhancement Requests” means suggestions of new features or improvements to existing features in a Product.

“Error” means a failure of a Product to perform the functions described in its documentation, a failure of a Deliverable to perform the functions described in the Statement of Work, or an error in the way those functions are described in the documentation.

“Evaluation” means a specific type of Subscription provided to help a Customer assess, at no cost, whether one or more Products and the associated Subscription are suited to their needs.

“Executable Software” means the machine-readable, compiled form of software provided in a format suitable for installation and execution on a specific target computer and/or operating system.

“FLOSS License” means a license that is recognized as a Free Software license by the Free Software Foundation or as an Open Source license by the Open Source Initiative.

“Geographic Area” means the locations where the Supported Users are permitted to use the Seller’s Support Service.

“Invoice” means the document issued by the Seller to the Buyer requesting payment for the Items specified in a Purchase Order. An Invoice typically includes the fees, applicable taxes, payment terms, and banking information required for the transaction.

“Item” means a software Product or Service purchased by the Buyer from the Seller or evaluated by a Customer.

“Library” means a collection of pre-compiled routines, Source Code, or data used to perform specific programming tasks. Unlike a standalone program, a Library is intended to be linked with or integrated into other software.

“Licensing Unit” means a measurable entity or metric used to quantify, scope, and enforce the rights granted under the AdaCore Proprietary License. Possible Licensing Units include, but are not limited to, the number of users of a Product or the duration of use.

“Off-Site” means performance of services at AdaCore’s premises or via remote communication tools from a location of a Service Contributors’s choosing.

“On-Site” means the performance of services at the Customer’s premises or at a third-party location of the Customer’s choosing.

“Order Form” means a document issued by the Seller specifying the Items ordered, applicable pricing, license or subscription term, and any other transaction-specific commercial terms, and accepted and signed by Customer.

“Party” means the Seller, the Customer, and/or the Buyer.

“Problem Report” means a report of an Error made by the Customer to the Seller.

“Product” means a specific software Item of the Seller, as identified by a unique part number. Products are a development or verification tool or library, usually for a specific programming language, that executes on a specific type of host computer and generates or processes code for a specific type of target computer (which may or may not be the same as the host computer), or a CDP.

“Product Line” means a tier of Subscription services that determines the level of the Support Service and types of Releases available for a given Product. There are two Product Lines: “Assurance” and “Enterprise”.

“Professional Services” means Projects or Advisory Activities.

“Project” means a bespoke work undertaken by the Service Contributors for the Customer. Projects typically belong to one of the following categories:

- 1) software development; or
- 2) production of a CDP.

“Purchase Documents” means the set of documents governing the commercial purchase, which may include the Seller’s General Terms and Conditions, Specific Product Terms, the Customer’s Purchase Order, the Seller’s Order Form, a Statement of Work, and/or any other document(s) agreed upon by the Parties.

“Purchase Order” means the formal commitment to buy one or several Items sent by the Buyer to the Seller.

“Qualification Material” means the data and documentation provided by the Seller to demonstrate that a specific Product performs its intended function correctly within a specific development process and in compliance with a specific safety standard.

“Quote” means the document issued by Seller to Buyer specifying the Items to be purchased and, for Products sold as Subscriptions, the Subscription Information.

“Release” means a version of a Product made available to Customers with Subscriptions to that Product.

“Reseller” means a person or legal entity purchasing Items from Seller on behalf of Customer.

“Seller” means the AdaCore legal entity (AdaCore SAS, AdaCore Technologies Inc., or CodeSecure Inc.) or the Authorized Partner that issued the Quote to the Buyer or agreed to an Evaluation.

“Seller Support Site” means the web interface maintained by the Seller to provide the Support Services.

“Service Contributors” means the Seller, Affiliates of the Seller, and third parties, such as consultants, hired by the Seller, that are directly contributing to the delivery or support of the Item to the Customers. It does not include companies that merely provide computing, storage, or networking facilities used by such parties.

“Service Fees” means the total fees paid or payable by the Buyer under the relevant Purchase Order for Professional Services.

“Source Code” means the human-readable version of software, including associated comments, headers, build scripts, and documentation required for a programmer to understand, modify, and recompile the software.

“Specific Product Terms” means the terms and conditions applicable to a specific Seller’s Item. The Specific Product Terms consist of:

- 1) the Subscription Service Level Agreement;
- 2) the CDP Maintenance Service Level Agreement;
- 3) the Development Project Addendum;
- 4) the Advisory Services Addendum;
- 5) the AdaCore FLOSS License;
- 6) the AdaCore Proprietary License; and

7) the Data Processing Addendum;

“Statement of Work” means an optional document, usually negotiated between the Parties, associated with a Project that describes any or all of the following: the technical requirements, tasks, Deliverables, delivery dates, and prices.

“Subscription” means the service package providing access to, updates, and support for one or several Products over a specified Term for a specified number of Supported Users. A Subscription only includes support for the Products explicitly included in that Subscription.

“Subscription Fees” means the fees paid or payable by the Buyer for a Subscription over the twelve (12) preceding months, or, if the Subscription Term is shorter, the total fees paid for that term.

“Subscription Information” means any document, such as a Quote, Invoice, or commercial proposal, sent by the Seller to the Customer that specifies the Term, Products, maximum number of Supported Users, and Geographical Area applicable to a Subscription.

“Substantial Error” means an Error that substantially affects the functionality of the Product.

“Support Request” means a request by a Supported User to the Seller pertaining to a technical activity in connection with their use of a Supported Release or Deliverable.

“Support Services” means the services provided by the Service Contributors to the Customer as part of Subscriptions. Support Services are provided for Supported Users on Supported Releases of Supported Products.

“Supported Release” means a Release on which the Support Services are provided by the Seller to the Customer.

“Supported Users” means all individuals who use Products for software development purposes and are permitted to use the Support Service of the Seller during the Term of a Subscription.

“Sustained Branch” means a Branch where only Follow-up Releases and Wavefronts can be produced.

“Sustained Product” means a Product for which there is no Active Branch and at least one Sustained Branch.

“Term” means the period during which a software license, a Subscription, an Evaluation, or specific services are provided to the Customer.

“Terms and Conditions” means the Seller’s General Terms and Conditions and the Specific Product Terms applicable to each Item listed in the Buyer’s Purchase Order.

“Warranty Period” means the period during which a Customer can submit Support Requests pertaining to a Deliverable made as part of a Project.

“Wavefront” means a temporary Release designed to solve a specific Error or implement a specific feature.

“Workaround” means a set of instructions describing how to circumvent a problem without the Seller needing to change the Product or Deliverable.

2 General Terms and Conditions

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2.1 Scope

These “*General Terms and Conditions*” apply to the purchase of any Item by a Customer from a Seller. These terms must be read in conjunction with those listed in the Order of Precedence set forth below.

Capitalized terms used in this document are defined in “*Definitions*”.

This “**Agreement**” (consisting of the documents listed in the Order of Precedence below) constitutes the exclusive agreement between the Parties regarding the Item. No terms or conditions contained in a Customer Purchase Order, Vendor Portal, or click-through agreement will modify or supersede this Agreement, regardless of when sent. The Customer’s submission of a Purchase Order or use of any Item constitutes acceptance of this Agreement as the exclusive

rules governing the transaction. Each of the Parties acknowledges that it has not relied on any representations or warranties except for those contained herein.

2.2 Order or Precedence

In the event of a conflict regarding the purchase, development, or use of an Item or the interpretation of the Agreement, the following documents will govern by descending order of precedence, with the exact set of applicable documents depending on the type of Item involved:

- 1) any Rider or amendment, if any, specifically negotiated and signed by the Parties;
- 2) the Quote and Order Form;
- 3) the Seller's Statement of Work;
- 4) the Customer's Statement of Work;
- 5) the Specific Product Terms for the Item;
- 6) the present "*General Terms and Conditions*";
- 7) any other Customer document, including Purchase Orders, Vendor Portal terms, click-through terms, or supplier riders, but which shall have no effect on this Agreement except for the administrative information contained therein (i.e., PO number, billing address, etc.).

2.3 Indirect Sales

2.3.1 Authorized Partners

AdaCore has a global network of Authorized Partners. If an Item is purchased by the Buyer indirectly through an Authorized Partner:

- 1) The Authorized Partner is the Seller for purposes of the Quote, the Purchase Order, and all payment obligations. The Authorized Partner's own commercial terms may apply to the financial transaction, but they will not override these Terms and Conditions regarding the use of the Items.
- 2) Regardless of who the Seller is, the Subscription, Support Services, and Product deliveries are provided directly to the Customer by the Service Contributors acting on behalf of AdaCore..
- 3) By accepting these Terms and Conditions, the Customer establishes a direct relationship with AdaCore for the performance of any services required to provide the Item. AdaCore is not responsible for any additional commitments, warranties, or side-agreements made by the Authorized Partner that are not explicitly contained in these Terms and Conditions.

2.3.2 Resellers

The Customer may purchase the Items through a Reseller. The Reseller will provide the Seller with a Customer contact with whom the Seller will confirm product requirements. The Reseller acknowledges that it has informed the Customer that these Terms and Conditions govern the Customer's use of each Item and has verified the suitability of each Item for the Customer's purposes. By using each Item, the Customer acknowledges that they are aware that these Terms and Conditions are the only terms that govern their use of that Item and that they are the exclusive user of the Item and not the Reseller.

As the contracting party acting on behalf of the Customer for the purposes of contract performance, Reseller is responsible for the payment obligations to the Seller. The Seller's right to payment from the Reseller is not conditional upon the Reseller's ability to collect payment from the Customer. Any default in payment on the part of the Reseller shall be considered a material breach of these terms. The Seller refuses the right to do business with Resellers owing overdue amounts.

2.4 Ordering

2.4.1 Quote

A Quote is valid for the period stated therein. The Buyer's Purchase Order must reference the Quote. The sending of a Purchase Order implies acceptance by the Buyer and by the Customer of these terms, of the Specific Product Terms applicable to the Item, and of any other conditions set forth within the Quote. In particular, both the Customer and the Reseller waive their right to assert terms or conditions that contradict Seller's Terms and Conditions.

2.4.2 Payment

Unless otherwise mutually agreed in writing, the Buyer must remit payment to Seller by bank transfer to the Seller's account, in the currency specified in the Quote, and within thirty (30) days from the date of the invoice.

Notwithstanding any other legal remedy, in the event that the Buyer fails to make payment within this period, the Seller reserves the right to apply an annual penalty rate of 12% interest, compounded yearly.

The Seller is also entitled to obtain reasonable compensation from the Buyer for any costs incurred due to the Buyer's late payment. If the Seller is AdaCore SAS, this compensation will be no smaller than a fixed sum of 40 euros.

2.4.3 Vendor Portals

A "**Vendor Portal**" means a site operated by the Customer or a third party acting on behalf of the Customer that is used for vendor enrollment, invoice submission, electronic payment, and/or similar administrative functions.

The Buyer may require that the Seller use a Vendor Portal for their convenience for such functions. However, any terms and conditions associated with that Vendor Portal will only apply to the performance of such functions. The Seller expressly rejects and waives any other terms, commitments, or legal obligations contained within such Vendor Portals that conflict with or add to these terms. The Seller's use of a Vendor Portal does not constitute an amendment to this Agreement.

2.5 Warranties

2.5.1 Subscription Warranty

During the Term of a Subscription, the Seller warrants to the Customer that:

- 1) the Products made available under the Subscription will perform materially in accordance with their then-current documentation published by the Seller; and
- 2) the Seller has the right to make the Products available to the Customer under the terms of the applicable licenses.

The sole and exclusive remedy of the Customer for a breach of the warranty in this section is that the Seller will use commercially reasonable efforts to correct the breach or, at its election, provide the Customer with a reasonable Workaround as described in the "*Subscription Service Level Agreement*". Where no correction or Workaround of a Critical Error can be achieved within a reasonable time, the Customer may terminate the affected Subscription and receive a pro-rata refund of prepaid Subscription Fees for the remaining unused period.

2.5.2 Professional Services Warranty

For Projects, the Seller warrants that each Deliverable will, at the time of delivery, conform in all material respects to the technical specifications agreed between the Parties for that Deliverable as set out in the relevant Purchase Documents. This warranty shall remain in effect for the Warranty Period.

The Seller's sole obligation for a breach of this warranty, after being notified of such in writing by the Customer during the Warranty Period, is to correct the non-conformance at the Seller's cost. If the Seller is unable to achieve conformance within a reasonable period, the Customer may request a proportional reduction in the Services Fees attributable to the non-conforming Deliverable.

For Advisory Activities, the Seller warrants that each Advisory Activity will be performed substantially in accordance with the Purchase Documents.

2.5.3 Exclusion of All Other Warranties

Except for the express warranties set out above, all Items are provided “as is”. To the maximum extent permitted by applicable law, the Seller expressly disclaims all other warranties, conditions, or representations, whether express or implied, statutory, or otherwise, including:

- 1) any implied warranty of merchantability, satisfactory quality, or fitness for a particular purpose or any purpose whatsoever;
- 2) any warranty that the Item will be error-free, uninterrupted, or free from security vulnerabilities;
- 3) any warranty with respect to the results that may be obtained from the use of the Item; and
- 4) any warranty arising from course of dealing, course of performance, or usage of trade.

2.6 Limitation of Liability

2.6.1 Exclusion of indirect damage

To the maximum extent permitted by applicable law, neither Party shall be liable to the other for any indirect, incidental, special or consequential, punitive or exemplary damages, however caused and regardless of the theory of liability, including loss of profits, business, anticipated savings, goodwill, opportunities, data, or cost of procurement of substitute goods or services, even if the Party has been advised of the possibility of such damages.

The Seller expressly disclaims all liability in connection with Beta Software. The Customer acknowledges that they are provided for evaluation and feedback purposes only, without any warranty or service level commitment, and should not be used in production or safety-critical environments.

Skill files and similar AI prompt materials provided by the Seller are documentation provided for informational purposes only. They do not constitute instructions, recommendations, or specifications for any automated or agentic process. The Customer is solely responsible for validating the behavior of any AI system or agent it configures or operates using such materials and for ensuring that such use complies with applicable laws and the Customer’s own quality assurance and safety obligations. The Seller expressly disclaims all liability arising from the use of skill files in combination with any AI system, agent, or automated process.

2.6.2 Aggregate Limitation of Liability

Subject to the foregoing, the aggregate cumulative liability of each Party and its Affiliates to the other Party under or in connection with a Purchase Order, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed:

- 1) for a Subscription: an amount equal to the Subscription Fees paid or payable by the Buyer in the twelve (12) months immediately preceding the event giving rise to the first claim under that Purchase Order; or
- 2) for Professional Services: an amount equal to the total Service Fees paid or payable by the Buyer under the relevant Purchase Order.

The Parties acknowledge that the limitation of liability set out in this section reflect the economic balance of their agreement, that the pricing of the Seller’s Products and Services has been determined in reliance upon these limitations, and that the limitations are essential to the Parties’ consent to enter into these Terms and Conditions.

2.6.3 Exception to the Limitation of Liability

Nothing in this section shall limit or exclude either Party’s liability for:

- 1) death or personal injury caused by negligence;
- 2) fraud or fraudulent misrepresentation;

- 3) gross negligence (*faute lourde*) or wilful misconduct (*dol*);
- 4) breach of confidentiality obligations;
- 5) either Party's indemnification obligations; or
- 6) any other liability that cannot be limited or excluded by applicable law.

2.7 Indemnification

2.7.1 Subscriptions

The Seller shall defend the Customer against any third-party claim, action, or proceeding alleging that the Customer's use of a Component made available under a Subscription, as permitted under these Terms and Conditions, directly infringes any third-party Intellectual Property Rights (a "**Subscription IP Claim**") and shall indemnify the Customer for any damages, costs, and reasonable legal fees finally awarded by a court of competent jurisdiction or agreed in a settlement approved in writing by the Seller.

This indemnification obligation applies solely to Subscription IP Claims arising from acts or uses occurring during the Term of the relevant Subscription. The Seller's obligation under this Section shall expire with respect to any Subscription IP Claim that the Customer does not notify the Seller of in writing within twenty-four (24) months of the termination of the Subscription to which it relates.

2.7.2 Professional Services

The Seller shall defend the Customer against any third-party claim alleging that any Deliverable produced by the a Service Contributor under a Purchase Order for Professional Services, as delivered and used in accordance with the agreed specifications, directly infringes any third-party Intellectual Property Rights (a "**Services IP Claim**") and shall indemnify the Customer for any damages, costs, and reasonable legal fees finally awarded or agreed in settlement.

2.7.3 Exclusions from Indemnification

The foregoing Seller's indemnification obligations shall not apply to any claim arising from or related to:

- 1) modifications to a Product or Deliverable made by or on behalf of the Customer without AdaCore's prior written consent;
- 2) the combination or integration of any Product or Deliverable with products, services, data, or technologies not provided or approved by AdaCore, where the infringement would not have arisen but for such combination;
- 3) the Customer's use of any Product or Deliverable outside the scope permitted under the applicable Purchase Order or these Terms and Conditions;
- 4) Customer-supplied materials, specifications, or instructions provided to the Seller for incorporation into a Deliverable;
- 5) any claim by any entity other than the Customer.

If the Seller reasonably determines that a Subscription IP Claim or Services IP Claim is likely to be upheld, the Seller may, at its sole election and expense:

- 1) procure for the Customer the right to continue using the affected Product or Deliverable;
- 2) modify the affected Product or Deliverable so that it becomes non-infringing; or
- 3) terminate the affected Subscription or Professional Services and refund to the Customer:
 - 1) in the case of a Subscription, prepaid Subscription Fees for the remaining unused period;
 - 2) in the case of Professional Services, the portion of Service Fees attributable to the affected Deliverables.

2.7.4 Customer's Indemnification

The Customer shall defend the Service Contributors against any third-party claim, action, or proceeding and shall indemnify them for any damages, costs, and reasonable legal fees finally awarded or agreed in settlement, arising from or related to:

- 1) modifications to any Product or Deliverable made by or on behalf of the Customer;
- 2) the Customer's use of any Product or Deliverable outside the scope permitted under the applicable Purchase Documents;
- 3) any claim that Customer-supplied materials, specifications, or instructions incorporated into a Deliverable infringe any third-party Intellectual Property Rights;
- 4) the Customer's combination of any Product or Deliverable with third-party products or services, where the claim would not have arisen but for such combination.

2.7.5 Procedure

The indemnification obligations in this section are conditioned upon the indemnified party:

- 1) promptly notifying the indemnifying party in writing of the claim (however, a failure to provide prompt notice shall not relieve the indemnifying party of its obligations except to the extent it is materially prejudiced by such failure);
- 2) granting the indemnifying party sole control of the defence and settlement of the claim, provided that the indemnifying party shall not settle any claim in a manner that imposes any obligation, restriction, or liability on the indemnified party without the indemnified party's prior written consent;
- 3) providing the indemnifying party with all reasonable cooperation, information, and assistance, at the indemnifying party's cost.

This section sets out each Party's sole and exclusive remedy with respect to any third party claim of intellectual property rights infringement by the other Party's products, services, or deliverables.

2.8 Compliance

2.8.1 Export Control of Customer Material

The Customer must not use the Seller Support Site or e-mail to send Service Contributors any material that requires a license or is restricted under Applicable Export Control Regulations. The Customer can obtain specific guidance on how to transmit such information by making a Support Request.

2.8.2 Export Control of Items

The Customer may not download, use, or otherwise export or re-export any Item or any other information or technology except in full compliance with the Applicable Export Control Regulations. In particular, the Customer shall not download or otherwise export or re-export Items or associated technologies:

- 1) into Embargoed Countries or Area Controlled List Countries;
- 2) to anyone on the US Treasury Department's list of Specially Designated Nationals or the US Commerce Department's Table of Deny Orders; or
- 3) to the People's Republic of China for a use that is in whole or in part a military use including the use, development, or production of military items.

By downloading, possessing, or taking delivery of an Item, the Customer is representing and warranting that it is not operating in, located in, under control of, or a national or resident of any such country or on any such list.

The Seller represents and warrants that, as of the time of the Purchase Order's acceptance, all Items are classified as EAR99 or under a Commerce Control List Export Control Classification Number (ECCN) with No License Required

(NLR) under the US Export Administration Regulations. The Seller maintains a list of the ECCNs applicable to each of its Products, which it provides to the Customer on the Seller Support Site.

2.8.3 United States Government License Rights

The software Items are “Commercial Computer Software” as defined in DFARS 252.227-7014 and, pursuant to DFARS 227.7202, licensed to the U.S. Government under terms customarily provided to the public. If the DFAR is not applicable, and to the extent not inconsistent with these Terms, use, disclosure, or duplication is subject to the restrictions enumerated in the applicable license, which warrants the rights granted under FAR 52.227-19(b)(2). Any use, modification, reproduction, or disclosure of the Software by the U.S. Government shall be solely in accordance with the terms of the applicable licenses. The manufacturer is Ada Core Technologies Inc., 150 W 30th Street, Suite 1400, New York NY, 10001 (United States) .

2.9 Miscellaneous Clauses

2.9.1 Language

The language to be used for correspondence between the Parties is English.

2.9.2 Default by the Customer

If the Customer or the Reseller defaults in the performance of their respective obligations, the Seller may immediately suspend any Item in the Purchase Order without refund, notwithstanding any other possible remedies. If the default is cured by the defaulting Party within fifteen (15) days of notification of such default, the delivery of such Item will continue, otherwise it may be terminated without refund.

2.9.3 Force Majeure

None of the Parties shall be liable to another for any breach of its obligations that arise due to force majeure. If such circumstances last for more than three (3) months, any Item in the Purchase Order may be terminated by either Party upon written notification to the other Party. In this case, the Seller shall issue a partial refund to the Buyer. In the case of a Subscription, this will be the cost of the Subscription prorated by the time remaining between reception of the notice and the end of the Term of the Subscription. In the case of other Items, it will be in proportion to the costs incurred by the Seller before it received the notice.

2.9.4 Severability

In the event that any part of these Terms and Conditions is determined to be invalid, unlawful, or unenforceable to any extent, such part shall be severed from the remaining terms, which continue to be valid to the fullest extent permitted by law.

2.9.5 Exclusion of Trade Marks License

Nothing in a Purchase Order or these Terms and Conditions shall be construed as granting to the Customer or the Reseller a license to use any registered or common law trademark owned by the Seller or any third party.

2.9.6 Governing Law and Jurisdiction

The Purchase Order and these Terms and Conditions are subject to the laws of:

- 1) the state of New York, if the Seller is Ada Core Technologies Inc. or CodeSecure, Inc.;
- 2) France, if the Seller is AdaCore SAS or an Authorized Partner;

Failing amicable agreement between the Parties concerning any dispute arising between them regarding the interpretation, performance, termination, or any other aspect of the Purchase Order, the Parties irrevocably submit to the cognizance of the competent courts in:

- 1) New York (United States), if the Seller is Ada Core Technologies Inc. or CodeSecure, Inc.;
- 2) Paris (France), if the Seller is AdaCore SAS or an Authorized Partner.

3 Advisory Services Addendum

2026-06-26

3.1 Scope

This Advisory Services Addendum (the “**Addendum**”) constitutes the Specific Product Terms applicable to Advisory Activities. We refer to each Advisory Activity as the “**Activity**”.

The Quote specifies the type(s) of Activities applicable to a given Purchase Order as well as the number of days involved, whether the Activities are On-Site or Off-Site and:

- 1) for Trainings, the maximum number of individuals allowed in the Training (the “**Trainees**”); and
- 2) For Mentorship Activities, the purpose of the Mentorship (the “**Purpose**”).

Capitalized terms used but not defined in this Addendum have the meanings assigned to them in “*Definitions*”.

3.2 Terms Applicable to All Activities

3.2.1 Warranty

For all Activities, the Seller warrants that each engineer assigned to an Activity (a “**Consultant**”) by a Service Contributor will have adequate professional qualifications and skills for the subject matter specified in the Quote. In performing the Activity, Consultants will use methods compliant with the state of the art in their area of expertise and, when On-Site, will abide by the Customer’s applicable safety and security regulations.

3.2.2 Preliminary Coordination

Before the Seller issues a Quote, the Customer shall:

- 1) identify an individual to serve as the primary contact for the Consultants during the Activity (the “**Contact Point**”);
- 2) inform the Seller whether the Activity will be Off-Site or On-Site;
- 3) if On-Site, describe any specific access or security requirements, in particular whether the Activity is to be performed in a classified or restricted area; and
- 4) inform the Seller if the Activity is likely to involve disclosing to the Consultant(s) any material subject to Applicable Export Control Regulations.

In cases (c) and (d) above, the Seller shall promptly notify the Customer if it is unable to provide Consultants who meet those requirements (the “**Access Requirements**”). If so, the Seller and the Customer shall determine whether there are alternate Access Requirements acceptable to the Customer for which the Seller can provide Consultants. The Seller will not accept an order for an Activity if it does not reasonably believe it can provide Consultants who can meet the Access Requirements by the starting date of the Activity.

The exact location and starting date of the Activity will be mutually agreed upon once the Seller has accepted the Purchase Order.

Unless the Seller and Customer agree otherwise, all Activities will be performed in English.

3.2.3 Fees and Travel Expenses

In consideration for an Activity, the Buyer agrees to pay the Seller the fees listed in the Quote (the “**Activity Fees**”) according to the payment schedule specified therein. Activity Fees are fixed and firm.

Where the Activity is On-Site, the Customer agrees to pay, in addition to the Activity Fees, the reasonable travel and subsistence expenses of the Consultant(s) as specified in the Quote. To minimize expenses, the Seller may book non-refundable air tickets or hotel rooms needed by the Consultant(s) as soon as it receives the Purchase Order. The Customer also agrees to pay any fees needed for the Consultants to meet its Access Requirements (the “**Security Fees**”).

3.2.4 Cancellation

The following cancellation schedule applies to all Activities. The “**Planned Start Date**” refers to the planned start date of the Activity or, for Mentorship Activities, the planned date of the specific session or Follow-Up Session (as defined below) being cancelled by the Customer.

- 1) **More than twenty (20) Business Days before the Planned Start Date:** the Customer is liable only for travel and accommodation expenses already incurred by the Seller (the “**Incurred Travel Expenses**”).
- 2) **Between nineteen (19) and five (5) Business Days before the Planned Start Date:** the Customer is liable for the Incurred Travel Expenses plus fifty percent (50%) of the Activity Fees.
- 3) **Fewer than five (5) Business Days before the Planned Start Date, or in the event of non-attendance:** the Customer is liable for Incurred Travel Expenses plus one hundred percent (100%) of the Activity Fees.

The Seller may also cancel the Activity if its Consultants have not been able to fulfill the Access Requirements (2) Business Days before the Planned Start Date. In this case, the Customer is only liable for half of the sum of the Security Fees and Incurred Travel Expenses.

3.3 Terms Applicable to Training Activities

3.3.1 Obligations of the Seller

The Seller will organize and deliver the Training as described in the Quote. The Seller will provide every Trainee with material, in electronic or paper form (the “**Training Material**”), and the software tools and/or case studies needed for the Activity (the “**Training Software**”).

3.3.2 Obligations of the Customer

The Customer shall provide the Seller with a list of Trainees no later than the first Training session.

The Customer shall ensure that all Trainees participating in any Training have sufficient proficiency in the language in which the Training is delivered, and shall provide appropriate computing resources for the Training Software.

The Customer acknowledges that Trainees are subject to the safety and security regulations of the Training’s location.

3.3.3 Adjustment to the number of Trainees

The Customer may increase or decrease the number of Trainees up to six (6) Business Days before the planned start of the first Training session. A change in the number of Trainees may require a new Quote with adjusted Activity Fees.

If the number of Trainees is reduced within the last five (5) Business Days before the planned start date or if one or more Trainees do not attend the Customer remains liable for the Activity Fees corresponding to those Trainees.

3.4 Terms Applicable to Mentorship Activities

3.4.1 Obligations of the Seller

For the duration of the Mentorship, the Seller shall provide the Customer with access to the Products required to achieve the Purpose. The set of Products and the number of Supported Users will be agreed from time to time between

a Consultant and the Contact Point. The Seller will provide Enterprise-level support to the Customer, as defined in the Subscription Service Level Agreement. One Consultant shall be specifically responsible for facilitating the Customer's Supported Users' access to Support Services.

During the Mentorship, the Seller shall provide On-Site or Off-Site consulting to help the Customer experiment with software development using the Products to the extent agreed between the Parties. From time to time, a Consultant and the Contact Point will hold On-Site or Off-Site follow-up sessions ("**Follow-Up Sessions**") aimed at progressing toward the Purpose.

3.4.2 Obligations of the Customer

The Customer shall make a suitable development environment available to the Consultants when On-Site and shall provide necessary access to relevant Customer software, both On-Site and Off-Site, as required for the Mentorship.

The Customer shall assign sufficient engineering resources to make progress on the Mentorship in a manner consistent with the mutually agreed schedule and shall ensure that the Contact Point is available to coordinate Follow-Up Sessions.

3.5 Terms Applicable to Consulting Activities

3.5.1 Obligations of the Seller

The Seller will organize and deliver the Consulting as described in the Quote. If the Activity involved requires it, a detailed description of the Consulting may be provided in a separate Statement of Work.

3.5.2 Obligations of the Customer

The Customer shall make a suitable development environment available to the Consultants when On-Site and shall provide necessary access to relevant Customer software, both On-Site and Off-Site, as required for the Consulting.

The Customer shall assign sufficient engineering resources to assist the Consultant and discuss technical solutions proposed by the Consultant in a manner consistent with the mutually agreed schedule and scope of the Activity,

3.6 Licenses

The Seller grants to the Customer and the Trainees the right to use the Training Software under the terms of the licenses included in each software package and the right to use any Training Material under the terms of the Creative Commons Attribution Share Alike (CC BY-SA 4.0) license. The Seller represents and warrants that it has the right to make such grants.

3.7 Seller Support Site

The Seller Support Site uses industry-standard encryption and permits:

- 1) downloading Products (including all Supported Releases) included in a current Subscription
- 2) downloading Deliverables and their associated documentation, when published;
- 3) sending Support Requests; and
- 4) reviewing and searching previous Support Requests.

The Seller will open the Customer's account on the Seller Support Site as soon as practicable after receiving the Customer Information described below, will provide credentials for each of the Customer's Supported Users contained therein, and will employ reasonable efforts to keep the service available at all times. The provided credentials are strictly personal: the Customer and each of its employees, contractors, sub-contractors, or any other person acting on its behalf must not disclose or share their credentials for the Seller Support Site to any other person, even if such person is another employee, contractor, or subcontractor of the Customer.

The Customer agrees to use the Seller Support Site either only manually or using tools that produce no more requests than manual usage, not to access it for purposes of developing similar Support Services, not to reverse engineer it, and

not to remove or modify a copyright or other proprietary rights notice in it. The Customer additionally agrees not to use it in violation of the law (including Applicable Export Control Regulations or intellectual property law), not to use it to create, use, send, store, or run harmful computer code or engage in a malicious act, and not to disrupt its security, integrity, or operation.

The Customer agrees to indemnify, defend, and hold harmless all Service Contributors and their employees, officers, and directors from and against any and all claims, demands, suits, damages, liabilities, losses, and expenses (including reasonable attorneys' fees and expenses) arising out of or in connection with any breach of the preceding paragraph or the disclosure of credentials to other persons.

3.8 Confidentiality

All Service Contributors will hold any code and technical data sent by the Customer through a Support Request in confidence and will not disclose it to third parties other than other Service Contributors and IT vendors providing computing, storage, or networking resources to Service Contributors in the ordinary course of their business (the “**IT Service Providers**”).

The Customer acknowledges that such code is permanently filed in the Service Contributors' information systems for the purpose of delivering the Subscription or Project and performing regression testing during and after the Subscription or Project. This data may also be accessible to their IT Service Providers.

If an employee or consultant of a Service Contributor, while working at a Customer site, gains access to any document or information of any kind, including business, commercial, financial, or technical data, not generally known to the public and pertaining to the Customer's activities, the Seller agrees that such will be kept in confidence and protected with the same degree of care as its own confidential information, but no less than reasonable care. The recipient will not disclose such information to any third parties. If any document being removed or transmitted from the Customer's site is to be treated as confidential, it must be identified as such, either orally or in writing, and may be disclosed to other Service Contributors and IT Service Providers.

The Seller will ensure that Service Contributors and their employees are bound by confidentiality terms compatible with this confidentiality clause and represents and warrants that they are able to fulfill all their obligations hereunder. The Seller will also ensure that it and other Service Contributors have confidentiality agreements with IT Service Providers sufficient to protect any data received by such provider.

The Seller shall not submit any Customer code or technical data received through a Support Request to any external artificial intelligence system, large language model, or AI-assisted tool operated by a third party unless the Seller has verified that such system contractually prohibits the use of submitted data for training, fine-tuning, or improving any AI model.

The obligations of the Seller contained in this section will continue notwithstanding the expiration or termination of the Subscription or Project.

3.9 Intellectual Property

3.9.1 Changes to Customer Software

The Customer shall be the sole owner of Changes to Customer Software (“**Changes**”, for the purpose of this article) as soon as they become tangible .

The Customer shall be assigned all intellectual property rights pertaining to the Changes In particular, the Customer has the rights to reproduce, translate, adapt, arrange, and distribute to the public, for a fee or for no fee, parts or the whole of those Changes. Such rights are assigned for all purposes, globally, and for the maximum amount of time permitted by law. The Seller shall not receive any consideration other than the consideration expressed in the Purchase Order for such Changes and this agreement shall act as that assignment.

The Seller represents and warrants that it fully owns or is legally authorized to assign the Changes to the Customer. In particular, the Seller represents and warrants that the rights to the Changes have not been transferred or assigned to a third party, either exclusively or non-exclusively, are not subject to any lien, pledge, or other security, and that no other person or legal entity may claim any intellectual property right to the Changes.

The Seller warrants to the Customer the peaceful enjoyment of the intellectual property rights on the Changes and pledges not to compromise, prevent, or encumber the enjoyment by the Customer of such rights in any manner. In particular, the Seller represents and warrants that it has not submitted and will not make any patent submissions nor hold any patents pertaining to any part or the whole of the Changes.

The Seller will indemnify and keep the Customer harmless against any claim or action that the Changes, or any part thereof, infringe the intellectual property right of any third party, provided that:

- 1) the Customer is not, and never was, in breach of the license applicable to the Seller Products it uses;
- 2) the Customer promptly notifies the Seller of any such claim; and
- 3) the alleged infringement is not the result of any action of the Customer or a third party.

In particular, the Seller will indemnify the Customer against judgments, awards, damages and costs, including court and arbitration costs and attorney fees, finally awarded on such claims.

3.9.2 Changes to Seller Software and new works

Unless specified otherwise in the Quote or Statement of Work, the Seller and other third parties shall remain the sole owners of all new works and Changes to Seller Software made by Service Contributors and their employees and consultants under the Purchase Order (together the “**Works**”), including when such Works were produced under a separate Subscription with the Seller.

Customer acknowledges that:

- 1) the Seller retains all rights to the Works, including copyright, patent, and trademark rights;
- 2) the Works may be included, in whole or part, in Products and services to be sold or made available by the Seller and Authorized Partners; and
- 3) the Seller’s pricing and agreement to perform the service specified in the Purchase Order is based on the above acknowledgements.

Unless specified otherwise in the Quote or Statement of Work, the Seller grants to the Customer the right to use the Works that are Executable Software, Libraries, and Source Code Deliverables under the terms of the license applicable to the Seller Software being changed.