

Terms Applicable to CDP Maintenance

AdaCore

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1 General Terms and Conditions

2024-08-01

1.1 Scope

These Terms and Conditions are applicable to all purchase orders (“Orders”) for products and/or service items (individually, an “Item”) that you (the “Customer”) send to the company (the “Seller”) that issued you a quote for those Items. These Terms and Conditions can be modified or amended by specific terms and conditions applicable to each Item or contained in the Seller’s quote.

1.2 Resellers

A “Reseller” may purchase one or more Items for use by a Customer. 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 purpose. 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. The term “Buyer” below refers to either the Customer when they directly purchase the Item or the Reseller, when acting as above.

1.3 Ordering

A quote is valid for the period stated within and must be referenced by the Buyer’s Order. The sending of an Order implies acceptance of these Terms and Conditions, of specific terms and conditions 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 these Terms and Conditions.

1.4 Payment

Unless otherwise mutually agreed in writing, any payment made to the Seller must be by check or bank transfer to the Seller’s account, in the currency specified in the quote, and received 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.

1.5 Governing Law and Jurisdiction

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

- the state of New York, if the Seller is Ada Core Technologies Inc.;
- England and Wales, if the Seller is AdaCore Ltd.;
- France, if the Seller is AdaCore SAS or any other entity;

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

- New York (United States), if the Seller is Ada Core Technologies Inc.;
- London (United Kingdom), if the Seller is AdaCore Ltd.;
- Paris (France), if the Seller is AdaCore SAS or any other legal entity.

1.6 Limitation of Liability

THE AGGREGATE CUMULATIVE LIABILITY OF THE SELLER AND ITS AFFILIATES UNDER THE PRESENT AGREEMENT FOR ANY BREACH OF ITS OBLIGATIONS HEREUNDER IS LIMITED TO THE PRICE PAID BY THE BUYER FOR THE ORDER.

BECAUSE OF THE NATURE OF BETA SOFTWARE AND CONTINUOUS RELEASES, THE SELLER AND ITS AFFILIATES EXPLICITLY DISCLAIM ANY LIABILITY WHATSOEVER REGARDING SUCH SOFTWARE AND THE PROVISION OF SERVICES FOR SUCH SOFTWARE.

THIS CLAUSE STATES THE SOLE AND EXCLUSIVE REMEDY OF THE CUSTOMER AND RESELLER FOR ANY SUCH BREACH OF CONTRACT. THE PARTIES ACKNOWLEDGE THAT THIS CLAUSE REFLECTS THE ECONOMIC BALANCE OF THEIR AGREEMENT AND IS ESSENTIAL TO THEIR CONSENT.

1.7 Indemnification

The Customer and Buyer agree to indemnify, defend, and hold harmless the Seller, its Affiliates, 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 Customer's or the Reseller's obligations under this Agreement or any act or omission of the Customer or the Reseller that causes property damage.

1.8 Miscellaneous

1.8.1 Language

The language to be used for technical correspondence is English.

1.8.2 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 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.

1.8.3 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 Subscription or contract in the 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 until it has received the notice.

1.8.4 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.

1.9 Exclusion of Trade Marks License

Nothing in an Order 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 Description of CDP Maintenance Services

2025-07-13

2.1 Scope

This document describes the Certification Documentation Package (“CDP”) maintenance services (the “CDP Maintenance Subscription”) provided to you (“the Customer”) by the Seller and/or other third parties directly providing support services under the Seller’s control and responsibility (together, the “Support Contributors”).

The following documents are applicable to each CDP Maintenance Subscription purchased from the Seller. In the event of a conflict or inconsistency between their provisions, they must be interpreted in the following decreasing order of precedence:

- (i) The Subscription Information (defined below) and any documents attached thereto;
- (ii) The present “*Description of CDP Maintenance Services*”, inclusive of any document it refers to other than those in this paragraph;
- (iii) The Seller’s “*Description of Subscription Services*” applicable to the Underlying Assurance Subscription;
- (iv) The proposal for the special development contract under which the CDP was originally developed (the “Initial Contract”); and
- (v) The statement of work of the Customer, if any.

Capitalized terms not defined herein shall have the meanings they have in the above documents.

These documents taken together constitute the entire and only agreement between the Parties with respect to the CDP Maintenance Subscription and supersedes all other agreements or arrangements of any kind, whether written or oral or express or implied, between the Parties in relation thereto.

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

The “Verification Environment” of the Customer is characterized by:

- The Customer application for which the CDP is used, including the coding standard it must conform to, the compilation options used to build it, and any other relevant technical details;
- The Sustained branch of GNAT Pro Assurance used to compile the Customer application and for which the Customer has an active Subscription (the “Underlying Assurance Subscription”);
- The execution environment of the Customer application, as described by its processor, operating system and operating system version, if any, and any other relevant technical details; and

- The applicable safety standard and level of that standard, if applicable.

Each CDP Maintenance Subscription provides support:

- During a specified Term;
- For a CDP that is specific to the mutually-agreed Verification Environment, and contains either:
 - The documents (the “Certification Material”) required by the applicable safety standard to certify mutually-agreed Components of the Seller’s Software (the “Certified Software”) at the agreed level; or
 - A “Traceability Study” demonstrating traceability between the source code and the binary code produced by the compiler.

This information is specified in a quote or proposal sent by the Seller or the Reseller to the Customer (the “Subscription Information”) and is based on discussions between the Customer and the Seller. The Customer is responsible for verifying that the Subscription Information accurately reflects their needs.

2.2 Term

The “Term” of the CDP Maintenance Subscription starts at the later of the end of the warranty period provided by the Initial Contract and the starting date specified in the Subscription Information, if any, and lasts until the end of the duration specified in the Subscription Information (or one calendar year if no duration is specified).

If, prior to the expiration of the Term, the Customer submits one or more requests to the Seller, the Term shall be extended until the Seller has fulfilled all pending Customer Requests. However, the Customer shall not be entitled to submit any new request during this extension: the Seller is only required to address requests submitted prior to the end of the original Term.

2.3 Termination

The CDP Maintenance Subscription will be terminated immediately and with no further obligations of the Seller if the Customer fails to maintain an active Underlying Assurance Subscription at any point during the Term. It can only be terminated as permitted by law or under the above conditions.

2.4 Services Provided by the Seller

2.4.1 Audit

During the Term, the Seller will support the Customer in performing safety audits required for follow-on projects that reuse the same CDP for the same Verification Environment. This support consists of answering any questions on the content of the CDP that are raised by the designated engineering representative, the compliance verification engineer, the independent assessor, or the independent safety assessor assigned to the project or any other similar person designated by the Customer.

The Customer will give reasonable notice to the Seller of the start and duration of the audit so that the Seller can ensure relevant engineers are available to participate in the audit. If the audit period exceeds the end of the Term, AdaCore may request that the performance of the audit is contingent upon the renewal of this CDP Maintenance Subscription.

The support is only provided remotely, via video-conference, phone calls, email, or through the Seller Support Site. No travel or on-site work is included in the pricing unless specifically included in the Seller or Reseller’s quote or proposal.

As part of the support and upon the Customer’s request, the Seller will also undertake a reasonable effort to deliver modifications of the CDP that do not require rebuilding or reverification of the certified Seller’s software (“CDP Minor Updates”).

2.4.2 Impact Analysis

The Customer can request the Seller to provide an “Impact Analysis” for all Critical Problems discovered in the Certified Software after the delivery of the CDP. Such impact analysis shall describe the classes of programs affected by such Critical Problems and the means that can be used to detect or mitigate such Critical Problems in the Certified Software.

This section is not applicable if the CDP is a Traceability Analysis.

2.4.3 Recertification

The Customer can ask the Seller to provide new versions of the CDP that are required by the addition of any fixes needed to correct Critical Problems that were added to the Sustained Branch of the Certified Software (“CDP Delta Certifications”). This is performed on the same Verification Environment as the initial CDP. The first CDP Delta Certification is included in the CDP Maintenance Subscription price. The Customer can purchase additional CDP Delta Certifications from the Seller.

2.4.4 Deliveries

Within 10 business days of the request, Seller shall undertake a reasonable effort to either:

- (i) answer audit questions and make the deliveries of Impact Analysis and CDP Minor Updates, available to the Customer on the Seller Support Site, or
- (ii) provide Customer with a detailed plan and timeline for those answers or deliveries.

For delivery of CDP Delta Certifications, this period is extended to 20 business days.

Throughout these activities, the Customer shall undertake a reasonable effort to provide the technical information that the Seller needs to perform these activities.

2.4.5 Support Site

The Seller will undertake a reasonable effort to ensure the availability of the Seller Support Site throughout the Term.