

## Terms Applicable to Evaluations

AdaCore

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# 1 Description of AdaCore Subscription Service for Enterprise and Assurance Product Lines

2021-05-18

## 1.1 Scope

This document describes the services provided by AdaCore to Customers of its Enterprise and Assurance Product Lines that are referred to as a “Subscription”. Each Subscription provides support:

- during a specified “Term”, identified either by a length of time or a start and end date;
- for a specified set of AdaCore “Products”, each identified by a unique part number;
- to a specified maximum number of users, all located in a specified geographical area.

This information will be specified in a quote, an invoice, an Evaluation Plan or other document sent to the Customer by AdaCore (the “Subscription Information”). When AdaCore creates the Subscription, it will send an acknowledgement containing the number of users, the starting and ending dates, and the set of supported Products.

## 1.2 Definitions

### 1.2.1 Products, Product Lines, and Components

A “Product” is a development or verification tool or library, usually for a specific programming or modeling language, that executes on a specific type of host computer and for a specific type of target computer. It comprises one or more software “Components”, each of which is licensed under the terms of the “AdaCore Software License”. Each Product is part of a “Product Line”; the services provided for the “Enterprise” and “Assurance” Product Lines are described here.

### 1.2.2 Releases, Branches, and Support Statuses

A “Release” is a Version of a Component made available to Customers with Subscriptions to a Product containing that Component. The “Version” consists of the following components:

- a prefix indicating the number of the “Branch” that contains that Release;
- an optional modifier consisting of a decimal point followed by:
  - 0 indicating a “Preview Release”;
  - 1 indicating an “Initial Release”;
  - any other number, indicating a “Corrective Release”;
- an optional suffix consisting of one or more letters and possibly some numbers.

The presence of a suffix means the Release is a “Wavefront”, which may be sent to a Customer to provide a correction to one or more Problem Reports or to provide access to new features. Preview Releases and some Wavefronts are made available to Customers as “Continuous Releases” in a specially-designated area on the AdaCore Customer server, GNATtracker.

Unless a Branch is designated as a “Sustained Branch”, AdaCore will only issue Corrective Release(s) to that branch until the Initial Release of the next Branch for that Component. Any release after that time (“a Sustained Release”) is only available to those Customers of AdaCore’s Assurance Product Line who have Support for it.

A Component’s development status is either:

- “Active”, where AdaCore produces all types of Releases;
- “Long Term Support”, where only Corrective Releases and Wavefronts are produced; or
- “Baselined”, where no Releases are produced

The Subscription Information identifies any Products with Components in Long Term Support or Baselined status. AdaCore may change the status of a Component at any time. Prior to changing the status of a Component, AdaCore will consult Customers whose Subscriptions include that Component.

### **1.2.3 Supported Releases**

A Subscription only includes “Support” for a Component if it includes a Product containing that Component. At any given time, the following Releases of a Component are “Supported”:

- Releases published during the Term of the Subscription; or
- A Release for which support is specifically included in the Subscription; or
- Releases which were Supported under a previous Subscription for a Product containing that Component, provided the Subscription has been renewed without interruption.

Wavefronts are “Supported” until the Initial Release of their Component on the same Branch.

### **1.2.4 Supported Users and Support Requests**

“Supported Users” are all the unique individuals, including sub-contractors, either (i) using any Product included in the Subscription, or (ii) using any non-binary output generated by any such Product. All Supported Users must be within the geographical area given in the Subscription Information.

A “Support Request” is a request to AdaCore to:

- obtain advice on general software development for a programming or modeling language that is part of the Subscription or questions on the use of a Supported Release (together a “Question”);
- report differences between the documented and actual behavior of a Release (a “Problem Report”);
- suggest improvements to existing features or suggest new features in a Component (an “Enhancement Request”); or
- request AdaCore provide an impact analysis for each change it has made to a verification tool Component of a Product in the Assurance Product Line, including a description of the differences in AdaCore’s test results and a description of the feature(s) affected by the change (an “Impact Analysis”).

“Transitive Support”, the transmission of Support Requests to AdaCore on behalf of, or for the benefit of, persons other than the Customer’s Supported Users, is prohibited.

## 1.3 Service Provided by AdaCore

### 1.3.1 GNAT Tracker

“GNATtracker” provides a web interface for interaction between Users and AdaCore using industry-standard encryption for material sent in either direction. It permits:

- the downloading of software (including all Releases and deliverables under development contracts) to which the Customer is entitled and its associated documentation as soon as each is published;
- the sending of Support Requests;
- the review of and search for previous Support Requests; and

AdaCore will open the Customer’s account on GNATtracker as soon as possible after receiving the Customer Information described below and will employ reasonable efforts to keep the GNATtracker service available at all times. GNAT Tracker credentials are strictly personal. The Customer, its employees, contractors, sub-contractors or any person acting on its behalf, must not disclose or share their GNATtracker credentials.

### 1.3.2 Handling of Support Requests

During the Term of the Subscription, each Supported User can send an unlimited number of Support Requests to AdaCore.

Supported Users submit Support Requests using the procedure described in the “AdaCore Subscription Information” document. An immediate email acknowledgement, containing a unique ticket number, is automatically sent to the submitter. An AdaCore engineer will respond to Support Requests no later than two business days following submission of the request. For each Problem Report on a Supported Release, AdaCore will undertake a reasonable effort to:

- provide a “Workaround”, a set of instructions describing how to circumvent a problem without changing the Component itself; or
- correct the issue in the next Release if the Component is in Active Development.

For Problem Reports that the Customer has designated as Blocking or Major, for which no acceptable Workaround is found, and where the Component is not Baseline, AdaCore will undertake a reasonable effort to provide a Wavefront Release to correct the problem as soon as possible. For Enterprise Customers, this Wavefront is based on the latest technology. For Assurance Customers on a Sustained Branch, AdaCore will provide either a Wavefront based on the Sustained Branch or a new Corrective Release on that Branch.

Supported Users of the Assurance Product Line can designate a Problem Report as “Critical” if it:

- pertains to a development tool or library and involves an error that can produce erroneous or incorrect code execution; or
- pertains to a verification tool and involves the tool failing to detect a problem; or
- prevents the evidence produced for either certification or demonstration of application integrity from being used for such a purpose.

For Problem Reports pertaining to Supported Releases of the Assurance Product Line that the Customer has designated as Critical, AdaCore will undertake a reasonable effort to, at its option:

- correct the issue in the next Release of the Component on the Sustained Branch; or
- provide a way to detect the Problem; or
- provide an analysis demonstrating the Problem is unlikely to occur.

AdaCore will analyze Enhancement Requests and evaluate the possibility of introducing the requested feature in the future Releases of the Component. However, AdaCore shall be under no obligation to consider, schedule for inclusion, or implement any Enhancement Request.

AdaCore encourages users of Continuous Releases to send feedback on them.

## **1.4 Obligations of the Customer**

A Customer representative must provide the “Customer Information” requested by the form applicable to their Subscription. This form must be completed, signed, and returned to AdaCore. AdaCore will not open a Subscription until it has received and approved the Customer Information contained therein.

The Customer Information contains the names and email addresses of the initial set of Supported Users. Thereafter, the Customer is responsible for maintaining an up-to-date list of the Supported Users on GNATtracker. If a Supported User is permanently assigned to another project or is on temporary leave from the Customer, the Customer may replace that individual at any time. Other Supported Users may only be replaced once a year or by prior permission of AdaCore.

A Subscription covers a maximum number of Users. If, at any point, the total number of Users exceeds that number or if persons located outside of the Geographical Area applicable to the Subscription need to be added, the Customer must upgrade its Subscription as instructed by AdaCore.

## **1.5 Confidentiality**

AdaCore will hold any code sent by the Customer through a Support Request in confidence and will not disclose it to third parties other than partners contributing to the support services. The Customer acknowledges that such code is filed in AdaCore’s information system for the purpose of delivering the subscription and for performing regression testing during and after the Subscription and accessible to IT vendors used by AdaCore in the ordinary course of its business, under its control and responsibility.

The obligations of AdaCore contained in the previous paragraph will continue notwithstanding the expiration or termination of the Subscription.

Any Customer material falling under the Export Administration Regulations (EAR) of the US Bureau of Industry Standards (BIS) or within the US Munitions List (ITAR), under any other similar export-control regulations for military or dual-use goods, or in any other form of Controlled Unclassified Information shall not be sent using GNATtracker or e-mail. Specific guidance on how to transmit such information can be obtained through a Support Request.

## **1.6 Modifications**

Extensions to the term of a Subscription, increases in the number of supported users, and changes to the supported Products or Product Lines must be mutually-agreed to in writing. When applicable, AdaCore will send the Customer an updated Subscription Information document corresponding to those changes.

# **2 AdaCore Software License**

2021-05-18

These AdaCore Licensing Terms (the “License”) set forth the terms under which “AdaCore”, provides the software Components made available to the Customer under any AdaCore Subscription.

## 2.1 Definition of the Software

This license covers any software Component supported by AdaCore as part of its Subscription, including any tools and libraries, whether in binary or source form. Such software is referred to in the remainder of this License as “AdaCore Software”.

## 2.2 Software License

AdaCore Software is subject to terms of the GNU General Public License (GPL) or alternative similar licensing conditions that can be found with such Components. AdaCore Software library units are subject to the GPL and additional permissions that can be found with such Components. The Customer has a non-exclusive, worldwide, perpetual license to use AdaCore Software under the terms of such licenses.

During the period of a Subscription, AdaCore represents and warrants to the Customer that:

- AdaCore has the right to distribute AdaCore Software under the terms in this license.
- The Customer may make any needed copies of AdaCore Software for the use of engineers on the Customer’s project, and any copies needed for archival, backup or other similar purposes.
- The Customer can execute any of the copies of AdaCore Software on any computing equipment used by its project. In particular, the Customer can execute any number of copies of AdaCore Software servers located on premises, on the Cloud, or as part of automated processes.
- There are no restrictions on the use of the AdaCore Software library units that are linked with the Customer’s programs or on the use of Customer programs generated by AdaCore Software. The Customer may copy, modify and distribute those programs in any manner without requiring any additional permission from AdaCore, or payments thereto. In particular, such programs can be proprietary, secret, or classified.
- AdaCore will provide source code for the current version of AdaCore Software at no charge through its GNAT-tracker service.

## 2.3 Export Control

AdaCore represents and warrants that, as of the time of order, all products or deliveries made pursuant thereto are classified as EAR99 or under a Commerce Control List Export Control Classification Number with no license required (NLR) under the US Export Administration Regulations. AdaCore will provide on demand the Export Control Classification Number applicable to their products.

# 3 AdaCore Evaluations Terms and Conditions

2020-05-05

## 3.1 Scope

These Terms and Conditions are applicable to all evaluations granted by the AdaCore legal entity you are doing business with, and which is mentioned on the Evaluation Plan (“AdaCore”).

An “Evaluation” allows a “Customer” to assess, at no cost, whether one or more AdaCore Software Products and the associated Subscription is suited to their needs. The specific subscription Items are identified on the attached Quote and referred to by the “Evaluation Form”. The Customer understands that AdaCore Software made available as part of this Evaluation is not intended to be used for any application where failure would cause a loss of any kind and agrees not to hold AdaCore liable in any way if its Software is used in such a way during this Evaluation.

## 3.2 Commencement and Duration

The Evaluation is valid for the validity period stated within the Evaluation Form,. Signing of the Evaluation Form implies acceptance of these Terms and Conditions, and of specific terms and conditions applicable to the Item.

## 3.3 Obligations of AdaCore

As part of the Evaluation, AdaCore will provide to the Customer the services described in the specific terms and conditions applicable to the Subscription.

Notwithstanding the above, the Customer acknowledges that, due to the cost-free nature of the Evaluation, AdaCore may at any time and with its sole discretion, suspend, delay, or downgrade the services provided as part of the Subscription. In particular, Adacore may:

- Answer a Support Request later than the stated time or not at all; or
- Decide not to correct an Issue reported through a Support Request; or
- Decide not to deliver a Wavefront for a specific problem.

AdaCore will open the Customer's evaluation account on GNATTracker as soon as practical upon reception of a completed Evaluation Form.

## 3.4 Obligations of the Customer

A representative of the Customer shall complete and sign the attached Evaluation Form.

During the Evaluation, the Customer shall dedicate appropriate human and technical resources to the Evaluation and use its best efforts to use the services and tools provided as part of the Subscription.

The Customer shall provide to AdaCore, within 10 business days of the end of the Evaluation, a "Report" providing a detailed technical assessment of the suitability of the use of the Item in their context. The Report shall be delivered to AdaCore by means of a Support Request.

## 3.5 Exclusion of Warranty and Liability

GIVEN THE NO COST NATURE OF THIS AGREEMENT, ADACORE DOES NOT PROVIDE ANY WARRANTY FOR THE PERFORMANCE OF THIS AGREEMENT. ADACORE PROVIDES THE EVALUATION SERVICES "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SERVICES IS WITH THE CUSTOMER.

IN NO EVENT WILL ADACORE BE LIABLE FOR DAMAGES, INCLUDING ANY GENERAL, CONTRACTUAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE PERFORMANCE OR LACK OF PERFORMANCE OF THE PRESENT AGREEMENT, OR FROM THE USE OF THE EVALUATED SOFTWARE (INCLUDING BUT NOT LIMITED TO LOSS OF DATA OR DATA BEING RENDERED INACCURATELY, LOSSES SUSTAINED BY YOU OR THIRD PARTIES, OR A FAILURE OF THE SOFTWARE TO OPERATE WITH ANY OTHER PROGRAMS). THESE PROVISION APPLY EVEN IF ADACORE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **3.6 Confidentiality and Privacy**

AdaCore will handle any code sent by the Customer during the Evaluation in accordance with the description of services for that item. In addition, Customer acknowledges that such code is filed in AdaCore's information system for the purpose of delivering or evaluating the Item and for performing regression testing during and after the delivery, and accessible by the IT providers used by AdaCore in the normal course of its business, under its control and responsibility.

For the purpose of this section, "Personal Data" has the same meaning as it does under the European regulation 2016/679 ("the GDPR") and "AdaCore" here refers to AdaCore and its related companies, which the Customer acknowledges are collectively a joint controller under the GDPR.

For the Purpose of delivering its products and services, AdaCore collects Personal Data of persons affiliated with the Customer ("Customer Personal Data") and may not be able to adequately provide its products and services without having such data. AdaCore will process all Customer Personal Data in accordance with the requirements of the GDPR and any other applicable legislation regarding the protection of personal information (together, "the Privacy Laws"). All related AdaCore companies will unanimously agree on and implement appropriate technical and organizational measures and dedicate the required resources to both ensure and demonstrate that its processing is performed in accordance with both Privacy Laws and the AdaCore Privacy Policy accessible at <http://www.adacore.com/privacy>.

The Customer also acknowledges that AdaCore may use third-party data processors operating on its behalf and under its control for part or all of its processing. AdaCore will ensure that such third parties also fulfill the requirements imposed by Privacy Laws on data processors.

Any Customer material falling under the Export Administration Regulations (EAR) of the US Bureau of Industry Standards (BIS) or within the US Munitions List (ITAR), under any other similar export-control regulations for military or dual-use goods or is any other form of Controlled Defence Information shall not be sent using GNATTracker or e-mail. Specific guidance can be obtained through a Support Request.

The obligations of AdaCore contained in this section will continue notwithstanding fulfilment of the order.

## **3.7 Miscellaneous**

### **3.7.1 Language**

The language to be used for technical correspondence is English.

### **3.7.2 Default by the Customer**

If the Customer defaults in the performance of its obligations, AdaCore may immediately terminate the Evaluation.

### **3.7.3 Interpretation**

These Terms and Conditions must be interpreted in combination with the quote and the specific terms and conditions applicable to the Item.



### **3.7.4 Exclusion of Trademark licenses**

Nothing in this Order shall be construed as granting to the Customer a license to use the GNAT Pro trademark, or any other trademark owned by AdaCore or any third Party.

### **3.7.5 Governing Law and Jurisdiction**

The present contract is subject to the laws of:

- the state of New York, if you are doing business with Ada Core Technologies Inc.;
- England and Wales if you are doing business with AdaCore Ltd.;
- France, if you are doing business with AdaCore SAS or any other AdaCore 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 you are doing business with Ada Core Technologies Inc.;
- London (United Kingdom), if you are doing business with AdaCore Ltd.;
- Paris (France), if you are doing business with AdaCore SAS or any other AdaCore entity;