

## Description and Terms Applicable to Subscriptions for the Developer Product Line

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# 1 Description of AdaCore Subscription Service for the Developer Product Line

2021-05-18

## 1.1 Scope

This document describes the services provided by AdaCore to “Customers” of GNAT Pro Developer “Subscriptions”. Descriptions of the Subscriptions to the Enterprise and Product Lines are described in a different document. Each Subscription is for an AdaCore “Product” identified by a unique part number in the quote. A Product comprises one or more software “Components”, each of which is licensed under the terms of the *“AdaCore Software License”*.

## 1.2 Commencement and Duration

The starting date and duration of the Subscription are either given on the quote or mutually-agreed on and, in either case, will be shown on the invoice.

## 1.3 Service Provided by AdaCore

### 1.3.1 Extent of the Service

“Supported Users” are the all unique users, including sub-contractors, using any Component, who perform their work from within the “Geographical Area” given in the quote.

A “Release” of a Component is “Supported” for those Users if it is the latest Release for that Component.

During the Subscription, all Supported Users can send “Support Requests” to AdaCore for:

- advice on general software development for the programming languages that are part of the Subscription and questions on the use of a Component for a Supported Release (a “Question”)
- reporting differences between the documented and actual behavior of a Component in a Supported Release (a “Problem Report”)
- improvements to existing features or additions of new features in a Component (an “Enhancement Request”)

### 1.3.2 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.

### 1.3.3 Handling of Support Requests

Users submit Support Requests using the procedure described in the “AdaCore Subscription Information” document. An immediate email acknowledgment, containing a unique ticket number, will be automatically sent to the submitter, whether the ticket was submitted by email or via GNAT Tracker. An AdaCore engineer will respond to Support Requests by email no later than five business days following submission of the request. There is no limit to the number of Support Requests. For each Problem Report, 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 under active development at AdaCore.

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

## 1.4 Obligations of the Customer

A Customer representative must complete the “Customer Profile Information” form and return it promptly to AdaCore.

A Subscription is purchased for 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 stated in the quote need to be added, the Customer must upgrade its Subscription as instructed by AdaCore.

“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.

## 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 Terms and Conditions

2021-05-03

## 3.1 Scope

These Terms and Conditions are applicable to all purchase orders issued to the AdaCore legal entity you are doing business with (“AdaCore”) as specified on AdaCore’s quote, for a product and/or service item (the “Item”) provided by AdaCore, except where these Terms and Conditions are modified or amended by specific terms and conditions applicable to the Item, or by AdaCore’s quote.

## 3.2 Resellers

A “Reseller” may purchase one or more Items for use by the “Customer”. The Reseller will provide to AdaCore a contact person at the Customer to 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 that it 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 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 acting as above.

## 3.3 Ordering

This Quote is valid for the validity period stated within and must be referenced by the Buyer’s Purchase Order. Sending of the Order implies acceptance of these Terms and Conditions, of specific terms and conditions applicable to the Item, and of any condition set forth within the Quote. In particular, both the Customer or Reseller waive their right to assert terms or conditions that contradict those specified in Buyer’s Order.

## 3.4 Payment

Any payment made to AdaCore must be made in the currency specified in the quote, unless otherwise mutually agreed in writing. Payment must be made by the Buyer within thirty (30) days from the date of the invoice, by check or bank transfer to AdaCore’s bank account.

Notwithstanding any other existing legal remedy, in the event of the default by the Buyer to pay the Price within this period, an annual 12% penalty rate can be applied forthwith.

AdaCore will also be entitled to obtain reasonable compensation from the Buyer for any recovery costs incurred due to the Buyer’s late payment. If you are doing business with AdaCore SAS, this compensation will be no smaller than a fixed sum of 40 euros.

AdaCore may also suspend forthwith the delivery of the Item to the Customer.

## 3.5 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;

### 3.6 Limitation of Liability

THE AGGREGATE CUMULATIVE LIABILITY OF ADACORE UNDER THE PRESENT AGREEMENT FOR ANY BREACH OF ITS OBLIGATIONS HEREUNDER IS LIMITED TO THE PRICE PAID BY THE BUYER FOR THE ITEM. BECAUSE OF THE PURPOSE OF BETA SOFTWARE AND CONTINUOUS RELEASES, ADACORE EXPLICITLY DISCLAIMS ANY LIABILITY WHATSOEVER REGARDING 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.

### 3.7 Confidentiality and Privacy

AdaCore will handle any code sent by the Customer during the delivery of an Item 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 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.

Information exchanged between AdaCore and Customers of the GNAT Developer Product Line will be available to other GNAT Developer Customers and may be made available to the public. AdaCore will use all other information exchanged with Customers only during the delivery of the Item for the purpose of delivering the Item and providing commercial information to the User. AdaCore may share such information with partner companies to answer specific requests pertaining to the products or services of such companies. Customer acknowledges that this information is filed in AdaCore's information system for the above purposes.

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 GNATracker 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.

## **3.8 Miscellaneous**

### **3.8.1 Language**

The language to be used for technical correspondence is English.

### **3.8.2 Default by the Customer**

If the Customer or Reseller default in the performance of its obligations, AdaCore may immediately terminate any Subscriptions or contracts in this order without refund, notwithstanding any other possible remedies. However, if the default is cured by the defaulting party within fifteen (15) days of notification of such default, such Subscriptions or contracts will continue.

### **3.8.3 Force Majeure**

None of the Parties shall be liable to the other in respect of anything which may constitute a breach of its obligations arising by reason of force majeure. If such circumstances last for more than three (3) months, any subscription or contract in this Order may be terminated by either Party. In this case, AdaCore shall refund the Buyer part of the Price, in proportion of the costs incurred by AdaCore (i.e. refund for a Subscription will be equal to the Subscription Charge prorated to the time left in the Subscription).

### **3.8.4 Severability**

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

### **3.8.5 Interpretation**

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

## **3.9 Exclusion of Trade Marks License**

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