

Terms Applicable to Trainings

AdaCore

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1 AdaCore Training Terms And Conditions

2021-05-05

1.1 Scope

These terms and conditions apply to any educational activities and courses (“Training”) provided by AdaCore. They should be interpreted along with “*AdaCore Terms and Conditions*” and the quote.

The quote contains the topic and description of the Training, the maximum number of students who can attend it (the “Trainees”), and the price and language of the Training.

1.2 Obligations of AdaCore

AdaCore will organize the Training described in the quote.

AdaCore warrants that the Training will be given by an Instructor with adequate qualification and professional skills. For Training given on the Customer’s premises, AdaCore warrants that the Instructor will follow Customer’s safety and security requirements.

AdaCore will provide every Trainee with:

- A complete set of teaching material, either in electronic or paper form (“the Training Material”), and
- To the extent required by the Training, software tools or case studies (“Training Software”).

AdaCore will not provide any computers required to execute the Training Software.

To minimize expenses, AdaCore may book air tickets or hotel rooms needed by the Instructor as soon as it receives the Customer’s purchase order.

1.3 Obligations of the Customer

Customer will provide AdaCore with a list of the Trainees (including their name and title) by the start of the Training.

Customer will ensure that all Trainees have proficiency in the language of the Training.

Customer shall provide appropriate computing resources to Trainees so that the Training Software can be installed and be available for the Training.

Customer acknowledges the Trainees are subject to the safety and security regulations enacted by the owner of the Training location.

1.4 Cancellation

If Customer cancels the Training more than thirty (30) calendar days before its planned date, Customer is liable only for the travel and accommodation expenses already incurred by AdaCore.

If Customer cancels the Training between twenty-nine (29) and eight (8) calendar days before its planned date, the Customer is liable for the travel and accommodation expenses already incurred by AdaCore plus half of the price of the Training.

If Customer cancels the Training less than eight (8) days before the scheduled Training, the Customer is liable for the travel and accommodation expenses already incurred by AdaCore plus the entirety of the cost of the Training.

1.5 Change in the Number of Trainees

Customer may increase or decrease the number of Trainees up to eight (8) days before the scheduled Training. This may require a new quote and a new price.

If the number of Trainees is reduced in the last seven (7) calendar days before the planned date of the Training or if one or more Trainees do not attend, the Customer remains liable for the Training fees corresponding to the missing Trainees.

1.6 Licenses

AdaCore grants the Customer and the Trainees the right to use the Training Material under the terms of the “*Creative Commons Attribution Share Alike*” (CC By-SA 4.0) license. AdaCore 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 for the “*AdaCore Runtime Libraries*”, under the terms of the General Public License (GPL) version 3.

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.