

Terms Applicable to Training

AdaCore

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1 General Terms and Conditions

2023-10-02

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.

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 Training Terms And Conditions

2023-05-17

2.1 Scope

These terms and conditions apply to any educational activities and courses (“Training”) provided by Seller. They should be interpreted along with Seller’s *“General 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. Any related support services are provided by the Seller, the Seller’s Affiliates, and/or other third parties directly providing support services under the Seller’s control and responsibility (together, the “Support Contributors”).

2.2 Obligations of The Seller

The Seller will organize the Training described in the quote.

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

The Seller 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”).

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

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

2.3 Obligations of the Customer

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

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

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

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

2.4 Cancellation

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

If the 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 the Seller plus half of the price of the Training.

If the 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 the Seller plus the entirety of the cost of the Training.

2.5 Change in the Number of Trainees

The 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.

2.6 Licenses

The seller 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. 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 except that the GNAT Pro Runtime Libraries are licensed under the terms of the General Public License (GPL) version 3.

2.7 Confidentiality

All Support 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 Support Contributors or to IT vendors providing computing, storage, or networking resources to Support Contributors in the ordinary course of their business (“IT Service Providers”).

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

If a member of the staff of a Support 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, or at least with reasonable care. The recipient will not disclose this information to any third parties. If any document or information 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 Support Contributors and IT Service Providers.

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

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

2.8 Privacy

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

For the Purpose of delivering its Products and services, the Controllers collect Personal Data of persons affiliated with the Customer and may not be able to adequately provide their Products and services without having such data. The Controllers will process all such data in accordance with the requirements of the GDPR and any other applicable legislation regarding the protection of personal information (together, "the Privacy Laws"). The Controllers 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 Controllers' Privacy Policy, accessible at <http://www.adacore.com/privacy>.

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