

DEFINITIONS AND LICENSE ENTITLEMENT INFORMATION

Activator: The below terms shall apply to this Axway product provided under the following deployment and pricing models:

Deployment Model: Perpetual On-Premise

Pricing Model: Activator Instance

1. DEFINITIONS. As used herein, the following capitalized terms shall have the following meanings:

- **"Community"** means the technical object named "Community" within Activator.
- **"Environment"** means the combination of one or more systems and software that is directly connected with each to form and provide a specific service.
 - A **"Non-Production Environment"** is an Environment used for processing data for other purposes than Production processing. Examples of these are: Development, Test, UAT, QA, Integration Testing.
 - A **"Production Environment"** is an Environment used for data processing to support the actual business processes of Customer, Production Environments are typically connected to Production Instances of other software and/or external business partners, for business data exchange.
- **"Instance"** means software running in one (1) computer system as a single occurrence in RAM (Random Access Memory).
- **"Partner"** means software or a system inside or outside a Customer environment that interacts with the Axway software (via one or more communication protocols, a shared folder, a connector on one or more networks and one or more adapters), whether as a sender or as a recipient, for the purpose of exchanging data. Partners are represented in B2Bi as object type Partner. For clarification and the avoidance of doubt: (a) third parties acting as intermediaries for data exchanges are counted as Partners if they are configured as object of type Partner, and (b) If the exact same Partner is configured on multiple independent Clusters (identified by the same default "RoutingID"), that Partner will be counted as one (1) Partner.
- **"Production"** means use to support the actual business processes of Customer.

2. ENTITLEMENT INFORMATION AND RESTRICTIONS. Customer entitlements are in all cases limited to the applicable Usage Metrics specified in the Product Schedule and as may be otherwise specified herein.

- a. Included Entitlements.** Unless otherwise specified in this Order Form, Customer's license entitlements shall include the following entitlements:
- i. **Instances.** Customer is entitled the right to use Activator up to the total number of Instances specified in the Product Schedule. For clarification and the avoidance of doubt, the following shall apply in determining the number of Instances used by Customer:
 - Only those Instances being used in Production Environments are counted for purposes of determining the number of Instances.
 - ii. **Protocols.** Customer is entitled to only the communication protocols specified in the Order Form.
 - iii. **Community.** Each Instance is limited to one (1) Community.
 - iv. **Partners.** Customer is limited to a maximum of ten (10) Partners per Instance.
 - v. **Unlimited Non-Production Environments.** Non-Production Environments may not be used for Production processing.