Product Description

B2B Integration: The terms set forth below shall apply to this Axway product provided to Customer under the following product category and pricing model:

Product Category: Axway Managed Cloud
Pricing Model: Messages

1. ***DEFINITIONS.*** As used in this Order Form, the following capitalized terms shall have the following meanings:
   - "**Data Volume per Month**" means the total accumulated size of all Messages (as measured in bytes) per calendar month across all Production Environments.
   - "**Environment**" is the combination of one (1) or more systems and software that is directly connected with each to form and provide a specific service.
     - "**Disaster Recovery (DR) Environment**" is an inactive Environment which starts executing when the Production Environment fails. For clarification and the avoidance of doubt, if the Disaster Recovery Environment is used for Production use, use of the Disaster Recovery Environment will be considered Production use.
     - "**Non-Production Environment**" or "**Standard Non-Production Environment**" is an Environment used for processing data for other purposes than Production processing, that uses a basic deployment architecture with no redundancies and provides approximately twenty percent of the processing capacity of a Production Environment. Examples of these are: Development, Test, UAT, QA, Integration Testing.
     - "**Advanced Non-Production Environment**" means a Non-Production Environment with a deployment architecture equivalent to the Production Environment.
     - "**Pre-Production Environment**" is a specific Non-Production Environment with sizing and architecture equivalent to the Production Environment.
     - "**Production Environment**" is an Environment used to perform Production processing. The Production Environment is typically connected to Production Instances of other software and/or external business partners, for business data exchange.
   - "**Instance**" means software running as a single occurrence loaded in memory.
   - **"Messages per Month"** means the total number of Messages across all Production Environments during a calendar month.
     - **"Message"** means the following results occurring from the handling of data objects in the software product, except Reprocessed Data Objects and Technical Acknowledgements:
       - (a) each individual Data Input
       - (b) each individual Transformed Data Output in excess of one (1) Transformed Data Output resulting from an individual Data Input
       - (c) each Routed Data Object
       - (d) each delivery to an internal or external recipient of a Transformed Data Output or Routed Data Object in excess of one (1) internal or external recipient of such Transformed Data Output or Routed Data Object
     - **"Data Input"** means a data object that has been received into the software product and is Transformed.
     - **"Non-Standard Technical Acknowledgment"** means a custom Technical Acknowledgment created, received, or sent outside the standard operation of or protocol functionality of the software product.
     - **"Reprocessed Data Object"** a data object that is re-processed or re-sent after an error status occurs.
     - **"Routed Data Object"** means a data object routed through the software without being Transformed.

- **"Technical Acknowledgement"** is a protocol level response that indicates the status of delivery, receipt, and/or processing by the recipient (e.g. AS2 MDNs, OFTP2 EERP, RN 0A1, X12 997, EDIFACT CONTRL).
- **"Transformed"** means a data object is modified or altered when passing through the software, including, without limitation, splitting, enveloping, batching.
- "**Transformed Data Output**" means each individual data output resulting from a data object being Transformed.

- **"Named User"** means a named employee of Customer authorized to access the applicable Axway software products.
- **"Near-Zero Downtime Maintenance"** means maintenance offering whereby Axway will perform infrastructure and application maintenance with minimal (near-zero downtime) impact.
- "**Partner**" means a software or system inside or outside the 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. 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 in B2Bi, and (b) If the exact same Partner is configured on multiple independent Production Environments, that "unique Partner" will be counted as one (1) Partner.
- "**Processing Cluster**" means one or more Instances of the software working together as one connected system for the processing of Messages, independent of any other Instance of the software
- "**Production**" means use to support the actual business processes of Customer.
- "**WebTrader User**" means a human user that interacts with B2Bi's WebTrader user interface, for the purpose of data exchange.

2. **ENTITLEMENT INFORMATION AND RESTRICTIONS.** Customer's entitlements are in all cases limited to the applicable Usage Metrics specified in the Order Form and any restrictions or other limitations specified herein.
   a. **Included Entitlements.** Unless otherwise specified in this Order Form, Customer subscription shall include the following:
      i. **Messages per Month/Data Volume per Month** Customer is entitled the right to use B2B Integration up to the total number of Messages per Month and Data Volume per Month specified in the Order Form. For clarification and the avoidance of doubt, the following shall apply in determining the number of Messages used by Customer:
         - One (1) Data Input resulting in one (1) Transformed Data Output will result in the counting of one Message.
         - One (1) Data Input resulting in two (2) Transformed Data Outputs will result in the counting of two (2) Messages.
         - If a Transformed Data Output or Routed Data Object has two (2) recipients, one (1) additional Message would be counted as a result of the additional recipient.
         - Non-Standard Technical Acknowledgments will be treated as Data Input, Transformed Data Output or a Routed Data Objects, as the case may be, for determining the number of Messages.
      ii. **Environments.** Unless otherwise specified in the Order Form, the following Environments are included in Customer's subscription:
         a. One (1) Production Environment.

b. Two (2) Non-Production Environments when SLA Level is Platinum or Gold. One (1) Non-Production Environment when SLA Level is Silver.

iii. **Protocols/Formats.** Customer is entitled to use all protocols and formats supported by Axway B2Bi. Notwithstanding the foregoing, when "Communication-only mode" is selected, the protocols and formats are limited as set forth below. For details about supported protocols and formats, see product documentation for Axway B2Bi available at https://docs.axway.com/ .

iv. **B2Bi Client with Mapping Services**. Limited to use on personal computers of Customer employees and authorized contractors on behalf of Customer, and solely for use with Customer's B2B Integration subscription hereunder.

v. **Sentinel**. The following limitations apply:
- Restricted to monitoring B2Bi and Messages processed through B2Bi;
- Limited to the monitoring capabilities provided by the Sentinel component Web Dashboard.
- Limited to 150 Named Users.

vi. **WebTrader.** Customer is entitled to use the WebTrader functionality for an unlimited number of WebTrader Users.

vii. **Data Retention**. Runtime Data (including payloads) within B2Bi will be retained for twenty (20)days in the B2Bi trading engine and for ten (10) days in the B2Bi integration engine. The retention period for Monitoring data within Sentinel (does not include payloads) is specified in the Order Form.

viii. **Axway Managed Cloud Stack Management.** Services will be provided up to Customer's entitlements for the option selected (Private SaaS or Managed Services).
- **Partners**. If Managed Services is selected, Customer is limited to the number of Partners specified in the Order Form.

b. **Optional/Selectable Entitlements.** If purchased by Customer as set forth in the Order Form above, Customer's entitlements shall include the following option(s):

i. **Environments.** Additional Environments can be optionally selected by the Customer. The effective number of Environments per type is specified in the Order Form.

ii. **Communication-only mode.** When selected, Customer is entitled to use all communication protocols supported by the B2Bi Trading Engine. However, use of any messaging formats for transformation or any other functionality of the B2Bi Integration Engine are not included in the license. See product documentation for B2Bi on https://docs.axway.com for details about B2Bi Trading Engine, Integration Engine and processing in "limited mode".

iii. **FIPS.** Customer is entitled to use the FIPS-mode security capabilities of the software product B2Bi.

iv. **Near-Zero Downtime Maintenance (NZDM).** Only available with SLA Gold or Platinum.
Must be purchased on a per Environment basis and only applies to the number and type of Environments purchased. Each Environment for which this option is purchased includes by default two (2) Processing Clusters distributed across two (2) data centers of the same HSP Region. Additional Processing Clusters for each Environment can be purchased by Customer. For clarification, Processing Clusters are only provided for Environments for which Near-Zero Downtime Maintenance is purchased for Production Environments for which Near-Zero Downtime Maintenance is purchased**,** each additional Processing Cluster purchased (in addition to the default (2) Processing Clusters) includes the following: (a) additional 50% Messages

per Month, and (b) additional 50% higher peak load per hour. Notwithstanding anything to the contrary for entitlement above 10 million Messages per Month: (a) Near Zero Downtime Maintenance will be included in Customer's subscription, (b) the number of Processing Clusters will be solely determined by Axway, without right to for Customer purchase additional Processing Clusters, (c) no additional entitlements to Messages per Month are granted on a per Processing Cluster basis.

v. **User Data Archiving** Allows Customer to store processed data and related metadata of the Production Environments, independent of the actual runtime data inside the Axway software, in a defined archive location for the duration specified.
   - **User Data Archiving 'online'** provides the capacity to store archived data as individual files in the regular file system of the platform.
   - **User Data Archiving 'offline'** provides the capacity to store archived data in consolidated and compressed format on lower-cost storage outside of the Production Environments. "User Data Archiving online" is a pre-requisite for "User Data Archiving offline".

   Retrieval of data from User Data Archiving must be requested from Axway. Up to (2) retrieval requests per month are included in the subscription.
   Writing files into the archive location must be handled, as part of the data flow implementation and follow the technical implementation details that will be provided upon setup of the Environment.

vi. **Custom DB Schema.** Provides Customer one (1) dedicated database Instance with its own computing and storage resources for each Environment in Customer's subscription for individually required DB tables (i.e. lookup tables, temporary storage of message information). The Custom DB Schema can be used by flow components and maps in B2Bi and from Sentinel WebDashboard only within the same Axway B2B Integration Service. If Customer uses VPN or another private connection between its network and the Axway Cloud Service, the Custom DB Schema will also be accessible remotely via JDBC from the Customer network. The customer will be provided with a dedicated database user account to access his Custom DB Schema. This database user will have read/write access to allow full schema maintenance, but no administrative rights. DBA rights are limited to Axway. If Managed Services is selected, as set forth in the Order Form, access to the Custom DB Schema will be limited to Axway unless otherwise granted in writing by Axway.

c. **Other Restrictions and Information**

i. **Access to the Subscription Service** is limited to the user interfaces of the utilized software products, B2Bi and Sentinel, excluding "Administrator" access. When subscribed to the Axway Managed Cloud Stack Management level "Managed Services", access is limited to read-only access and only to monitoring related user interfaces.

3. **EXCESS USE FEES.** In the event of Excess Use, the following calculation methods will be used to calculate Excess Use Fees for the specified Usage Metrics:

a. **Messages**

i. ((Monthly Subscription Services fees for Customer's subscription divided by the entitled number of Messages per Month) multiplied by the amount Messages per month in Excess Use) multiplied by 1.15.

b. **Data Volume:**

i. **Silver:** $30.00 USD / €26.09 EUR per 10 GB per month over the entitled amount

ii. **Gold:** $50.00 USD / €43.48 EUR per 10 GB per month over the entitled amount

iii. **Platinum:** $70.00 USD / €60.87 EUR per 10 GB per month over the entitled amount

c. **Partners:**
   i. $2.00 USD / €1.74 EUR per Partner over the entitled amount

d. **Custom DB Schema - Storage:**
   i. **Silver:** $98.00 USD / €85.22 EUR per 100 GB per month over the entitled amount
   ii. **Gold + Platinum:** $196.00 USD / €170.43 EUR per 100 GB per month over the entitled amount