

## Product Description

**Axway Financial Accounting Hub:** The terms set forth below shall apply to this Axway product provided to Customer under the following product category and pricing model:

**Product Category:** Customer Managed

**Pricing Model:** Records

**1. DEFINITIONS.** As used in this Order Form, the following capitalized terms shall have the following meanings:

- **“Environment”** means the combination of one or more systems and software that is directly connected with each to form and provide a specific service.
  - **“Disaster Recovery (DR) Environment”** means an inactive Environment which starts executing when the Production Environment fails.
  - **“Non-Production Environment”** means an Environment used for processing data for other purposes than Production processing. Examples of these are: Development, Test, UAT, QA, Integration Testing.
  - **“Production Environment”** means an Environment used to perform Production processing. Production Environments are typically connected to Production Instances of other software and/or external business partners, for business data exchange.
  - **“Production”** means use to support the actual business processes of Customer.
- **“FAH User”** means a Named User that connects to any component of the Financial Accounting Hub solution, excluding the Model component.
- **“Model User”** means a Named User that connects to the Model component of Axway Financial Accounting Hub.
- **“Named User”** means a named employee of Customer who is granted access rights to the software by Customer.
- **“Record”** means incoming functional data in Customer’s Production Environment represented by one (1) line in a text file or a message. A Record can form all or part of business information (such as an event, inventory, transaction, posting, or balance) depending on the number of lines in a text file or a message.
- **“Records per Month”** means the total number of Records across all Production Environments in a calendar month.

**2. ENTITLEMENT INFORMATION AND RESTRICTIONS.** Customer’s entitlements are in all cases limited to the applicable Usage Metrics specified in the Subscription Schedule and any restrictions or other limitations specified herein.

a. **Included Entitlements.** Unless otherwise specified in this Subscription Order Form, Customer’s subscription shall include the following:

- i. **Records per Month; FAH Users per Month; FAH Business Users per Month.** Customer is entitled the right to use Financial Accounting Hub up to the total number of Records per Month specified in the Subscription Schedule.
- ii. **FAH Users.** Customer is entitled the right to use Financial Accounting Hub up to the total number of FAH Users as specified in the Subscription Schedule.
- iii. **Protocols/Formats.** Customer’s entitlements are limited to the protocols and formats supported by Financial Accounting Hub.
- iv. **Operating System.** Customer is entitled to use the software on operating systems in Windows or Linux in a physical or virtualized Environment.
- v. **Environments.** Unless otherwise specified herein, the following Environments are included in Customer’s subscription:
  - **Unlimited Production Environments.**
  - **Unlimited Non-Production Environments.** Non-Production Environments may not be used for Production processing.

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- **Unlimited Disaster Recovery Environments.** Disaster Recovery Environments may only be used for Production processing if the Production Environments fail and are inactive. If the Disaster Recovery Environments is used for Production use, use of the Disaster Recovery Environment will be considered Production use.
- vi. **Rule Engine.**
- vii. **Rule Server.**
- viii. **Portal.**
- ix. **Studio.** Limited to use solely for design.
- x. **InterPlay.** Limited to use solely for exception handling and master data management.
- xi. **Datastore.** Limited to use solely for audit and data storage.
- xii. **Composer.**

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

- i. **Sentinel Monitoring.** Limited to use as a monitoring tool solely with Financial Accounting Hub.
- ii. **Manual Entry.**
- iii. **Reconciliation.**
- iv. **Foundation Connector.** Allows Customer to use FAH functions to connect with external applications. Limited to the following protocols: JSON, XML, SOAP and Kafka
- v. **Application Connectors.** Allows Customer to extend with additional connector to interact with third-party applications. The option must be taken for each application the Customer needs to connect to FAH.
- vi. **COBOL-IT for Rule Engine.** Only available in Windows and Linux operating systems.
- vii. **Model.** Customer is entitled the right to use Financial Accounting Hub Model capabilities up to the total number of Model Users as specified in the Subscription Schedule.
- viii. **Self Service Analytics:** Limited to use solely for creating dashboards from data sources connected to Financial Accounting Hub.
- ix. **Hubledger.**
- x. **Matching.**

### 3. TERMS AND CONDITIONS

a. **Use of Optional AI Features.** Customer acknowledges and agrees that AFAH includes optional artificial intelligence and related features and functionality (e.g., a chatbot; collectively, "AI") that Customer may opt to use, in conjunction with third-party software, products, and/or services that are not provided by Axway (e.g., a "Bring Your Own Large Language Model" or "BYOLLM", etc.; collectively, "Third Party Content"). Notwithstanding anything to the contrary in the Agreement or otherwise, and to the maximum extent permitted by applicable law, if Customer opts to use AI and/or Third Party Content, then Customer explicitly consents to the use of AI, and acknowledges and agrees as follows:

- i. AI is provided using artificial intelligence and Customer accepts the inherent risks associated with AI, including without limitation that AI-related output/results may be incorrect, incomplete, and/or misleading, and as such Customer and its users are advised to independently verify such output/results;
- ii. Customer is solely responsible for its and its users': (a) selection, deployment, and management of Third Party Content; and (b) use of AI, Third Party Content, and all output/results related thereto, including ensuring that such use is compliant with all applicable third-party terms and applicable law;
- iii. Use of AFAH is subject to the applicable Product Privacy Notice(s) set forth at <https://www.axway.com/en/legal/contract-documents/product-privacy-notices>.
- iv. AI WILL BE PROVIDED STRICTLY "AS IS" AND AXWAY MAKES NO WARRANTY

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THAT AI WILL BE ERROR-FREE, FREE FROM INTERRUPTIONS OR FAILURES, OR WILL SATISFY CUSTOMER'S SPECIFIC REQUIREMENTS, AND AXWAY DISCLAIMS ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS REGARDING AI; and

v. CUSTOMER WILL BE SOLELY LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, AND OTHER DAMAGES OF ANY TYPE OR KIND, WHETHER IN CONTRACT, TORT, OR OTHERWISE, THAT ARISE FROM OR RELATE IN ANY WAY TO THE THIRD PARTY CONTENT AND/OR CUSTOMER'S USE OF AI, AND AXWAY HEREBY EXPRESSLY DISCLAIMS ALL LIABILITY ARISING FROM OR RELATING TO AI AND THIRD PARTY CONTENT

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

- a. **Records**
  - i. ((Monthly Subscription Services fees for Customer's subscription divided by the entitled number of Records per Month) multiplied by the amount Records per Month in Excess Use) multiplied by 1.15.
- b. **FAH Users**
  - i. €90.00 EUR per month per FAH User over the entitled amount.
  - ii. Additional FAH Users are invoiced for a minimum period of three (3) months.
- c. **Model Users**
  - i. €200.00 EUR per month per Model User over the entitled amount.
  - ii. Additional Model Users are invoiced for a minimum period of three (3) months.