

DEFINITIONS AND ENTITLEMENT INFORMATION

Product Consulting: The terms and conditions set forth below shall apply to the professional services delivered on time and material basis, such as product consulting and training (“Services”) provided to Customer, provided, however if there is a separately executed statement of work between the parties with respect to the Services purchased hereunder, the terms of such statement work shall apply in the event of a conflict.

1. DEFINITIONS

- a. “Business Hours” means Monday to Friday (excluding bank holidays) 9am to 6pm local time where the Axway consultants performing the Services are located.
- b. “Deliverables” means the tangible output created from the Services.
- c. “Intellectual Property” or “IP” means all intellectual property rights, including, but not limited to patents, trademarks, design rights, copyrights, database rights, trade secrets and all rights of an equivalent nature anywhere in the world
- d. “Reasonable Expenses” means expenses incurred by Axway consultants performing Services at Customer’s facilities for the following: (i) airfare, (ii) other required transportation fares (trains, buses, etc), (iii) rental vehicle (an intermediate sized vehicle), (iv) lodging at standard business class hotel, (v) and meals and incidental expenses.

2. TERMS AND CONDITIONS

- a. **Invoices and Payment.** Unless otherwise specified herein, the fees for the Services will be invoiced monthly in arrears upon performance of the Services.
- b. **Estimated Duration.** Any timeframe stated for performance of the Services is solely a good faith estimate of the time required to perform the Services and does not represent a commitment of Axway to perform the Services in a specified time period.
- c. **Scheduling of Services.** The schedule for performance of the Services hereunder will be mutually determined by Axway and Customer. Once scheduled, Customer may cancel scheduled Services with at least five (5) days advanced written notice to Axway. The parties agree that failure to provide at least five (5) days advanced written notice may result in a charge to Customer for the scheduled Services, a loss of prepaid credit for the Services, or additional expenses.
- d. **Location of Services.** All Services will be provided remotely by Axway, unless otherwise agreed to by the parties in writing. Remote services are billed at a minimum of four (4) hour blocks per consultant.
- e. **Onsite Services**
 - i. If onsite Services are being performed, Customer agrees to provide a safe environment for Axway consultants, including reasonably necessary health and safety measures for any pandemic (i.e. COVID-19) no less favorable than those measures taken to protect Customer’s own personnel.
 - ii. If onsite Services are being performed, Customer agrees to reimburse Axway for the Reasonable Expenses of Axway personnel who perform work on-site at Customer facilities. Customer will not be billed for the time Axway consultants incur travelling to and from Customer facilities. If the project requires an Axway consultant to work at the Customer site for any continuous period longer than one week, the Axway consultant will have the option of returning home each weekend.
 - iii. Onsite services are billed at eight (8) hours per day per consultant
- f. **Ownership.** Notwithstanding anything to the contrary in the Agreement or otherwise, Axway owns all IP developed pursuant to this Order Form, provided, however, each party shall

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retain its own pre-existing IP, and any enhancements, modifications, derivatives thereto or improvements thereof. Axway grants to Customer a perpetual, royalty-free and nonexclusive license to use and modify the Deliverables for its internal use only, subject to any terms applicable to the Deliverables as set forth in the applicable agreement governing Customer's use of Axway software.

g. Miscellaneous

- i. Axway's performance of the Services is conditioned upon Customer providing reasonable cooperation and timely access (including access to premises or remote access, as applicable) to Customer systems (including but not limited to equipment, hardware, software, tools) and personnel needed to perform the Services hereunder.
- ii. Unless otherwise agreed in writing by the parties:
 - Onsite Services will be performed during Business Hours unless otherwise mutually agreed upon between Customer and Axway.
 - Services performed on non-Business Hours will be recorded as follows, provided Customer must expressly authorize the performance of Services on non-Business Hours
 - Monday – Friday (excluding holidays) prior to 9 am or after 6 pm (at the location of the Axway consultants) will be billed at 1.5x the daily rate
 - Weekend or holiday hours will be billed at 2x the daily rate.
- iii. All Deliverables are deemed accepted by Customer upon delivery. Customer agrees to sign monthly time and Services reports to confirm the performance of the Services. If the monthly time and Services reports are not signed by Customer within five (5) days of their delivery or Customer has not submitted a written request for adjustment, they will be considered to be correct and accepted by the Customer.
- iv. Prepaid Services (if any) will expire without right of refund twelve (12) months from the date of the full execution of this Order Form.