

DEFINITIONS AND ENTITLEMENT INFORMATION

Product Training: The terms and conditions set forth below shall apply to training purchased pursuant to this Order Form.

1. DEFINITIONS

- a. **"Coupon Code"** means the code provided to Customer that grants access to Courses purchased.
- b. **"Course"** means the specific course(s) purchased from the Axway University catalog, as set forth in the Order Form.
- c. **"Session"** means the specific date(s) in which a Course is virtually delivered by Axway instructors as found at university.axway.com.
- d. **"Duration"** means the time, as expressed in hours, of the Course.
- e. **"Course Description"** is the specification for a course which includes prerequisites, recommended previous knowledge, detailed syllabus, and time allocation guidelines for the course.
- f. **"Seat"** means the number of Customer employees entitled to attend or consume a Course.

2. INCLUDED ENTITLEMENT.

Unless otherwise specified in this Order Form, Customer shall be entitled to the following:

- a. Access to Course(s) listed for the number of Seats purchased as set forth in this Order Form (as indicated by the number in the quantity ("Qty") column).

3. TERMS AND CONDITIONS

- a. **Course Descriptions.** Axway only delivers standard courses and as such, the Course Description for any Course cannot be modified. Current Course Descriptions are found in the Axway University catalog at university.axway.com
- b. **Invoices and Payment.** Unless otherwise specified herein, fees for Training will be invoiced upon completion of the Session.
- c. **Scheduling of Training.** Upon purchase of the Course(s), Customer will be provided a Coupon Code for the number of Seats purchased. Customer can directly choose the Sessions for the given Course(s) using the Coupon Code. The Session(s) for each Course(s) is chosen by Customer per the existing schedule available at university.axway.com
- d. **Rescheduling.** Customer can reschedule a previously selected Session up to five (5) business days prior to the start of the Session. Changes made within five (5) business days will be deemed a use of that seat and rescheduling will be made at Axway's discretion.
- e. **Substitution.** In the event a purchased Course is no longer available, Axway reserves the right to substitute equivalent training. If no equivalent training is available, Axway will negotiate with Customer the best way to apply the value of any remaining Seats for the affected Course.
- f. **Session Cancellation.** Axway reserves the right to cancel Sessions in the published schedule 10 business days before the session start date.
- g. **Location of Training.** All Product Training will be provided remotely by Axway, unless

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otherwise agreed to by the parties in writing.

- h. **Expiration.** All Coupon Codes expire one year from the date of purchase. Any remaining Seats will be invoiced on the expiration date. To allow for changes in Customer schedules, Axway will continue to honor the expired seats for an additional 12 months.
- i. **No Additional Value.** Purchased Coupon Codes have no cash value and cannot be used for the purchase of any other Axway products or services.
- j. **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 retain its own pre-existing IP, and any enhancements, modifications, derivatives thereto or improvements thereof.
- k. **Warranty.** Axway does not warrant the accuracy or completeness of course content or certifications, or the information, text, graphics, links, or other items contained within Axway training materials.
- l. **Miscellaneous.**
 - i. All training services are deemed accepted by Customer upon activating a Coupon Code. Customer agrees to the prerequisites and content of the training as detailed in the “course description” of each course.