

DEFINITIONS AND ENTITLEMENT INFORMATION

TSIM: 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: Messages

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

- **“ENGDAT Client User”** means a Named User of the ENGDAT service
- **“ENGDAT Communication Partner”** means any entity to which Customer sends files or messages using the ENGDAT service.
- An **“Environment”** is the combination of one or more systems and software that is directly connected with each to form and provide a specific service.
 - A **“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.
 - 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 **“Pre-Production Environment”** is a specific Non-Production Environment with sizing and architecture equivalent to the Production Environment.
 - **“Production”** means use to support the actual business processes of Customer.
 - A **“Production Environment”** is 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.
- **“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
 - (a) each individual Transformed Data Output
 - (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 or protocol functionality of the software product.
 - **“Reprocessed Data Object”** means a data object that is re-processed or re-sent after an error status occurs.
 - **“Routed Data Object”** means each separate data object routed through the software product without being Transformed.
 - **“Technical Acknowledgment”** 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).

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- **“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.
- A **“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 TSIM, and (b) If the exact same Partner is configured on multiple independent TSIM Production Instances, that “unique Partner” will be counted as one (1) Partner.
- **“Partners per Month”** is the total number of Partners across all Production Environments during a calendar month.

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

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

- i. **Messages per Month.** Customer is entitled the right to use TSIM up to the total number of Messages per month and Partners specified in the Subscription Schedule. 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 (1) 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 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. **Protocols/Formats.** Customer’s entitlements to are limited to the protocols and formats supported by TSIM. TSIM product mappings are not included.
- iii. **Environments.** Unless otherwise specified herein, the following Environments are included in Customer’s subscription:
 - Unlimited Production Environments
 - Unlimited Non-Production Environments
- iv. **Business Object Modeler (BOM).** Customer is entitled to deploy one (1) Instance of BOM within their own infrastructure Environment for deployment of their mappings. Additional BOM Instances may be added for an additional fee.
- v. **Secure Relay.** Limited to use solely to secure TSIM’s communication through public network.
- i. **Backend Integration.** Customer is entitled to connect the TSIM Production Instances to a total of up to fifteen (15) backend applications. Additional Backend Integration may be added for an additional fee.

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- ii. **Monitoring User.** One (1) Named User will be entitled to access to the user interfaces of TSIM solely to monitor data flows. Additional Named Users may be added for an additional fee.
 - iii. **Partners.** Customer is entitled to the number of Configured Partners listed in the applicable Order Form. Customer may purchase additional Partners in increments of ten (10) Partners for an additional fee.
- b. **Optional/Selectable Entitlements.** If purchased by Customer as set forth in the table in the Subscription Schedule above, Customer's subscription may include the following entitlements in accordance with the following:
 - i. **Retrieval and Archive Service.** Provides storage and retention of payloads and related metadata independent of runtime data inside TSIM for base fee, an additional fee may apply depending on the number of Messages archived. One (1) user for the archive services is included if the Retrieval and Archive Service is purchased, others may be added for an additional fee.
 - ii. **ENGDAT Service.** Customer is entitled to use the ENGDAT Service up to the total number of ENGDAT Client Users and ENGDAT Communication Partners as specified in the Subscription Schedule.
- 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. **Partners**
 - i. **Premier Level Support:** €4.00 EUR per additional Partner over the entitled number of Partners per Month
 - ii. **MCS Level Support:** €5.00 EUR per additional Partner over the entitled number of Partners per Month