

DEFINITIONS AND ENTITLEMENT INFORMATION

Transfer CFT: 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: CFT File Transfers

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

- **"CFT File Transfer"** means a file sent to or received by the solution from another system.
- **"CFT File Transfers per Month"** means the total number of CFT File Transfers across all Production Environments during a calendar month.
- **"Cluster"** means one (1) or more Instances of the software behaving as a single system running on one (1) or more physical or virtual machine(s).
- **"Environment"** means 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"** 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.
- **"Instance"** means software running in one (1) computer system as a single occurrence in RAM (Random Access Memory).
- **"Named User"** means a named employee of Customer authorized to access the applicable Axway software products.
- **"Monitoring Data Retention Duration"** means the period of time in months during which the monitoring information generated by Transfer CFT and stored either in Sentinel or in Operational Intelligence will be retained.
- **"Node"** means a single physical or virtual computer system able to execute a single Instance of a software product.
- **"Container"** means an executable software package that includes all necessary functions required to operate the software, including but not limited to code, runtime, libraries, environment variables, and system tools.
- **"Event Router"** means a software agent that receives tracked event messages and routes them to Sentinel, other Event Routers or third-party servers or applications like Kafka..

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 subscription shall include the following:

i. **CFT File Transfers per Month.** Customer is entitled the right to use Transfer CFT up to the total number of CFT File Transfers specified in the Subscription Schedule. For clarification and the avoidance of doubt, the following shall apply in determining the number of CFT File Transfers used by Customer:

- If a file is sent by an Instance of the software in a source system and received by an Instance of the software by one (1) target system, it is counted as one (1) CFT File Transfer. If the file is sent by the solution to two (2) target systems, it is counted as two (2) CFT File Transfers.

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- ii. **Protocols.** Customer's entitlements are limited to the protocols supported by Transfer CFT
- iii. **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 or data exchanges.
 - Unlimited Disaster Recovery Environments. Disaster Recovery Environments may only be used for Production use in the event the Production Environment is inactive. 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.
- iv. **Operating Systems:** Only Unix/Linux and Windows operating systems are supported by Transfer CFT.
- v. **Sentinel.** Use of Sentinel is limited as follows: (a) for use solely for monitoring of Transfer CFT and files processed through Transfer CFT, (b) for use only for capabilities that can be configured without Composer and Sentinel Enabler, and (c) up to one hundred fifty (150) Named Users.
- vi. **Event Router for Sentinel.** Entitles Customer to use Axway's Event Router agents solely to receive events from Transfer CFT and then route to other Event Routers or to a Sentinel server.
- 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. **CFT Mainframe.** Entitles Customer to run Transfer CFT on any additional operating system supported by Transfer CFT. Examples are z/OS, IBM i, OpenVMS or HP NonStop. Refer to the [Axway Supported Platforms](#) for a complete Transfer CFT platform listing.
 - ii. **Enterprise Pack.** Entitles Customer to (a) run Transfer CFT in a multi-Node Cluster on any operating systems supporting this function, (b) deploy Transfer CFT as a Container, (c) use Axway's Event Router agent solely to proxy monitoring events from Transfer CFT to third party servers, (d) when and only if such features become generally available, to use the built-in routing capability, and (e) when and only if such features become generally available, to push files to Kafka.
 - iii. **Secure Relay.** Limited to use solely to secure Transfer CFT's communication through public network.
 - iv. **Event Router for 3rd Party Integrations.** Entitles Customer to use Axway's Event Router agents solely to receive events from Transfer CFT and route to third party servers
 - v. **Cloud Monitoring.** Axway will enable the storage of monitoring events for Customer's CFT File Transfers in the Axway Managed Cloud Environment (Private SaaS) for the Monitoring Data Retention Duration specified in the Subscription Schedule. For Customer's Non-Production Environments, Customer is limited to the storage of 50,000 CFT File Transfers per month in the Axway Managed Cloud. Notwithstanding anything to the contrary, the Cloud Monitoring option is only available to Customers with an active subscription to SecureTransport (Axway Managed Cloud). Axway shall only be obligated to provide Cloud Monitoring, if purchased, for the period where Axway has an active subscription to both Cloud Monitoring and SecureTransport (Axway Managed Cloud).

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