

DEFINITIONS AND ENTITLEMENT INFORMATION

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

Product Category: Axway Managed Cloud

Pricing Model: eSubmissions Message

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

- **"Client License"** means the right to submit eSubmissions Messages to Trading Partners on behalf of Customer's client.
- **"Community License"** means a B2Bi community (local party).
- **"eSubmissions Message"** means each delivery of a data object to an external recipient excluding Reprocessed Data Objects and Technical Acknowledgements
- **"eSubmissions Messages per Month"** means the total number of eSubmissions Messages across all Production Environments during a calendar month.
- **"Data Volume per Month"** means the total accumulated size of all Messages (as measured in bytes) per calendar month across all Production Environments.
- **"Environment"** is 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"** 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.
 - **"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.
 - **"Pre-Production Environment"** is a specific Non-Production Environment with sizing and architecture equivalent to the Production Environment.
 - **"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.
- **"Production"** means use to support the actual business processes of Customer.
- **"Trading Partners"** means a software or system that is located inside or outside of the Customer Environment, that interacts with eSubmissions for the purpose of exchanging data. That software or system is either sender/origin or recipient/destination on either end of a data exchange. The interaction is performed via one (1) or more communication protocols, a shared folder, a connector on one (1) or more networks and one (1) or more adapters with the Product.
- **"Reprocessed Data Object"** a data object that is re-processed or re-sent after an error status occurs.
- **"Technical Acknowledgement"** 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).

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:

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- i. **eSubmissions Messages per Month/Data Volume per Month.** Customer is entitled the right to use eSubmissions up to the total number of eSubmissions Messages per Month and Data Volume per month specified in the Subscription Schedule.
- ii. **Environments.** Unless otherwise specified herein, the following Environments are included in Customer's subscription:
 - a. One (1) Production Environment.
 - b. Two (2) Non-Production Environments when SLA level is Platinum or Gold.
 - c. One (1) Non-Production environment when SLA Level is Silver.
- iii. **Data Retention.** Runtime Data (including payloads) within B2Bi will be retained for the period specified in the Subscription Schedule.
- iv. **B2Bi – Communication-only mode.** The Customer is entitled to use all communication protocols supported by the B2Bi Trading Engine solely for the processing of eSubmissions Messages. However, use of any messaging formats for transformation or any other functionality of the B2Bi Integration Engine are not included in the license. See product documentation for B2Bi on <https://docs.axway.com> for details about B2Bi Trading Engine and Integration Engine. Includes DMZ Nodes (SecureRelay).
- v. **FIPS.** Customer is entitled to use the FIPS-mode security capabilities of the software product B2Bi.
- vi. **Protocols/Formats.** Customer's entitlements are limited to the protocols and formats supported by Axway B2Bi.
- vii. **IQ Validation.** The Customer is entitled to receive an installation qualification (IQ) document authored and executed by Axway following the Axway documentation process for One (1) Production.
- viii. **Unlimited Community Licenses.**
- ix. **Unlimited Trading Partners.**
- 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. **Client License(s).** Customer is entitled to the specified quantity of Client Licenses as set forth in the Subscription Schedule above. Notwithstanding anything to the contrary in the Subscription Agreement or this Subscription Order Form, the parties acknowledge and agree that Customer may use eSubmissions to process eSubmissions Messages with Trading Partners on behalf of up to the specified quantity of Client Licenses. For clarity, the foregoing limitation means the total independent Client Licenses, and not the specified quantity of Client Licenses concurrently. Upon written request, Customer will provide a list of all such independent third parties on whose behalf Customer has used Axway's solution to process electronic regulatory information to regulatory agencies. Axway in its discretion may decline to issue consent for issuing Customer License(s).
 - ii. **Additional Community License(s).**
 - iii. **Additional Pre-Production Environment.** IQ Validation is included for each purchased Pre-Production Environment.
 - iv. **Additional Non-Production Environment.**
 - v. **Additional IQ Validation.** Customer can purchase additional IQ Validation for each Non-Production Environment.
 - vi. **User Data Archiving** Allows Customer to store processed data and related metadata of the Production Environments, independent of the actual runtime data inside the Axway software, in a defined archive location for the duration specified.
 - **User Data Archiving 'online'** provides the capacity to store archived data as individual files in the regular file system of the platform.
 - **User Data Archiving 'offline'** provides the capacity to store archived data in consolidated and compressed format on lower-cost storage outside of the

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Production Environments. "User Data Archiving online" is a pre-requisite for "User Data Archiving offline".

Retrieval of data from User Data Archiving must be requested from Axway. Up to (2) retrieval requests per month are included in the subscription.

Writing files into the archive location must be handled, as part of the data flow implementation and follow the technical implementation details that will be provided upon setup of the Environment.

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. eSubmissions Messages

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

b. Data Volume:

- i. **Silver:** \$30.00 USD / €26.09 EUR per 10 GB per month over the entitled amount
ii. **Gold:** \$50.00 USD / €43.48 EUR per 10 GB per month over the entitled amount
iii. **Platinum:** \$70.00 USD / €60.87 EUR per 10 GB per month over the entitled amount