

Product Description

Migration Support Service (MSS) Adoption Program Addendum:

1. **DEFINITIONS.** Capitalized Terms not defined herein shall have the meaning as set forth in the Secure Transport (Customer Managed) Product Description. As used in this document, the following capitalized terms shall have the following meanings.
 - a. **"Business Hours"** means Monday to Friday (excluding bank holidays) 9am to 6pm (EMEA) and 8am to 5pm (NA) local time where the Axway consultants performing the Services are located.
 - b. **"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.
 - c. **"Consulting Services"** mean implementation services, consulting services, or other professional services provided by Axway to Customer.
2. **INCLUDED ENTITLEMENT AND RESTRICTIONS**
 - a. **Adoption Program (AP).** Axway will perform and deliver Consulting Services to Customer in accordance with the package selected as set forth in the Order Form:
 - i. **Base Package.** Axway consultants will: (a) perform the installation and tuning of 2 Environments, up to a 4 SecureTransport Edges, 4 SecureTransport Servers and 2 Sentinel servers in total, (b) perform the implementation of two file transfer use cases with up to one week of testing support in a Non-Production environment and perform the implementation of the two file transfer use cases in a Production Environment, (c) setup the visibility solution with sample dashboard package, (d) provide up to 25 hours of ad-hoc assistance, (e) conduct a migration assessment, (f) present migration approaches, and (i) provide one Customer seat in the following public Instructor-Led Training (ILT): "ST Administration Basic", "ST Flow Engineer Basics" and "Sentinel with MFT".
 - ii. **Standard Package.** Axway consultants will (a) perform the installation and tuning of up to 3 Environments up to 6 SecureTransport Edges, 6 SecureTransport Servers and 3 Sentinel servers in total), (b) setup SSO in one Non-Production Environment for SecureTransport and Sentinel, (c) perform the implementation of three file transfer use cases with up to one week of testing support in a Non-Production Environment and perform the implementation of the three file transfer use cases in Production Environment, (d) setup the visibility solution with sample dashboard package, (f) offer up to 40 business hours of ad-hoc assistance, (g) conduct a migration assessment, (h) present migration approaches, and (i) and provide two seats in each of the following public Instructor-Led Training (ILT): "ST Administration Basic" and "ST Flow Engineer Basics", and one seat each in "ST APIs" and "Sentinel with MFT" program.
 - b. **Scope Exclusions and Restrictions.** The following are specifically excluded from the scope of the services provided hereunder:
 - i. **Exclusions.** The Migration Support Services Adoption Programs specifically exclude: (a) any evaluation or recommendations regarding non-Axway code, (b) any performance or penetration testing, (c) any development of custom scripts or pluggable components, and (d) any assistance for penetration or performance testing.

- ii. **Restrictions.** The Migration Support Services Adoption Programs are provided subject to following additional restrictions and conditions: (a) Customer is responsible for defining the test cases, creating test data and executing the test, (b) all Axway products will be deployed and configured in a supported fashion per Axway product documentation, (c) the migration assessment includes recommending an overall migration approach , but does not include design for each individual use case or migration schedule, (d)and migration analysis is limited to discussion of up to 8 (for Standard Package, and up to 5 for Base Package)existing custom programs or scripts of customers and high-level review of up to 15 (for Standard package) and up to 10 (for Base Package) different types of file transfers. This activity includes up to 3 workshops (maximum 3 hours per workshop).

3. **TERMS AND CONDITIONS**

a. **Scheduling and Performance of Services.**

- i. The Services hereunder must begin within 6 weeks of execution of the applicable order form for the Standard package and within 3 weeks for Base Package. All services hereunder must be scheduled within nine months for Standard Package and within five months for Base Package of execution of the applicable order form. No credit or refund shall be owed by the Customer in the event of failure to schedule any services.
- ii. The schedule for performance of the Consulting 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 loss of the applicable Services hours.
- iii. Ad-hoc topics will be addressed in priority order, with mutual recognition that all topics may not be able to be covered during the sessions' allotted time. Ad-hoc consulting will be provided based on consultant availability regarding Axway's products and their deployment in the Customer's Environment(s). Ad-hoc hours may be used (if required) by the Axway consultant for preparation of any materials required, based upon the topic list.
- iv. All services will be performed during Business Hours.

b. **Location of Services.** All Consulting Services will be provided remotely by Axway.

c. **Miscellaneous**

- i. Any Consulting Services exclude third-party, non-Axway products
- ii. Customer will provide access to required hardware, software, software licenses (including Axway software) and personnel necessary for the engagement.
- iii. The Migration Support Service, including both MCS and AP components, is non-renewable. Upon expiration of the initial term, support services shall automatically revert to the Premier level. The MCS level of support may be reinstated at the time of renewal, subject to standard renewal terms and applicable uplift charges. Reinstatement of MCS is not guaranteed and shall require the customer to undergo requalification.

d. **Acceptance.** All Consulting Services and Training services will be Accepted upon delivery.

e. **Ownership.** Notwithstanding anything to the contrary in the Subscription Agreement, Axway owns all IP developed pursuant to these services provided, however, each party shall 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.