

Product Description

CSOS: 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: CSOS Order

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

- **"CSOS Orders per Month"** means the total number of CSOS Orders across all Production Environments during a calendar month.
- **"CSOS Order"** means the following results occurring from the handling of an individual CSOS 850 and any linked 855/856 in the format defined by the Drug Enforcement Administration (DEA) in the software product, excluding Reprocessed Data Objects and Technical Acknowledgements.
- **"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.
- **"Named User"** means a named employee of Customer authorized to access the applicable Axway software products.
- **"Production"** means use to support the actual business processes of Customer.
- **"Reprocessed Data Object"** a data object that is re-processed or re-sent after an error status occurs.
- **"Routed Data Object"** means a data object routed through the software without being Transformed.
- **"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).
- **"Transformed"** means a data object is modified or altered when passing through the software, including, without limitation, splitting, enveloping, batching.
- **"Non-Standard Technical Acknowledgment"** means a custom Technical Acknowledgment created, received, or sent outside the standard operation of or protocol functionality of the software product.

2. **ENTITLEMENT INFORMATION AND RESTRICTIONS.** Customer entitlements are in all cases limited to the applicable Usage Metrics specified in the Order Form 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. **CSOS Orders per Month.** Customer is entitled the right to use CSOS up to the total number of CSOS Orders per Month specified in the Subscription Schedule. For clarification and the avoidance of doubt, the following shall apply in determining the number of CSOS Orders used by Customer:
- One (1) CSOS 850 and One (1) linked 855/856 will result in the counting of one CSOS Order.
 - Each Routed Data Object that is not a CSOS 850 or CSOS 855/856
 - Non-Standard Technical Acknowledgments will be counted as Routed Data Objects for determining the number of CSOS Orders.
- 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 Gold.
 - c. One (1) Non-Production environment when SLA Level is Silver.
- iii. **Data Retention.** Runtime Data (including payloads) within CSOS 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 CSOS Orders. 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.
- b. **Optional/Selectable Entitlements.** If purchased by Customer as set forth in the Order Form, Customer's entitlements shall include the following option(s):
- i. **CSOS Signing and/or CSOS Validation.** Customer is entitled to use either the CSOS Signing and/or CSOS Validation functionalities of the Product Axway B2Bi as specified in the Subscription Schedule.
 - ii. **Additional Pre-Production Environment.**
 - iii. **Additional Non-Production Environment.**
 - iv. **CSOS Monitoring.** Limited to: (a) use of up to 50 Named Users, (b) and solely for monitoring CSOS Orders and related CSOS Order messages processed through CSOS using the monitoring capabilities provided by the CSOS Monitoring application. Notwithstanding anything to the contrary. CSOS Monitoring data (does not include payloads) within CSOS Monitoring will be retained for a maximum of 180 days unless otherwise agreed in writing by Axway.
 - i. **CSOS Transformation.** Entitles Customer to use any Axway supported messaging formats for transformation and message transformation functionality of the B2Bi Integration Engine. Limited to use solely for CSOS Orders and related CSOS Order messages processed through CSOS. If a Transformed CSOS Order or data object results in additional CSOS Orders, each additional Order will result in the counting of additional CSOS Order.
 - v. **B2Bi + CSOS Combined Hosting.** Customer's B2B Integration and CSOS shall be hosted on a single combined hosted instance per environment. Requires the purchase of B2B Integration.
 - vi. **IQ Validation for Production Environment(s).** Customer can purchase IQ Validation per each Production Environment.

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- vii. **IQ Validation for Pre-Production Environments(s).** Customer can purchase IQ Validation per each Pre-Production Environment.
- viii. **IQ Validation for Non-Production Environment(s).** Customer can purchase IQ Validation per each Non-Production Environment.
- ix. **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 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. **CSOS Orders**
 - i. ((Monthly Subscription Services fees for Customer's subscription divided by the entitled number of CSOS Orders per Month) multiplied by the amount CSOS Orders 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