DEFINITIONS AND ENTITLEMENT INFORMATION

Financial Accounting Hub: 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: Records

1. *DEFINITIONS.* As used in this Order Form, the following capitalized terms shall have the following meanings:
    - "**Environment**" means the combination of one or more systems and software that is directly connected with each to form and provide a specific service.
        - o "**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, Pre-Production.
        - o "**Pre-Production Environment**" means a specific Non-Production Environment with sizing and architecture equivalent to Production Environment.
        - o "**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.
        - o "**Disaster Recovery (DR) Environment**" means an inactive Environment which starts executing when the Production Environment fails. DR Environments are considered as Production Environment when they are active.
    - "**Instance**" means software running as a single occurrence loaded in memory.
    - "**FAH User**" means a Named User that connects at least once to any component of the Financial Accounting Hub solution, excluding the Model component.
    - "**FAH Users Per Month**" means that the total number of FAH Users in a calendar month.
    - "**Model User**" means a Named User that connects to the Model component of Axway Financial Accounting Hub.
    - "**Named User**" means a named employee of Customer who is granted access rights to the software by Customer.
    - "**Non-Production**" means use other than Production use.
    - "**Production**" means use to support the actual business processes of Customer.
    - "**Record**" means incoming functional data entering in Customer's Production Environment represented by one (1) line in a text file or a message to be processed by the Rule Engine. For clarification and the avoidance of doubt, a record can form all or part of business information (such as an event, inventory, transaction, posting, or balance) depending on the number of lines in a text file or a message**.**
    - "**Records per Month**" means the total number of Records across all Production Environments in a calendar month.
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. **Records per Month/FAH Users per Month.** Customer is entitled to the right to use Financial Accounting Hub up to the total number of Records per Month and FAH Users per Month specified in the Subscription Schedule.
        ii. **Protocols/Formats.** Customer's entitlements are limited to the protocols and formats supported by Axway Financial Accounting Hub.

   iii. **Environments.** Unless otherwise specified herein, the following environments are included in Customer's subscription:
- One (1) Production Environment
- One (1) Non-Production Environment. Non-Production Environments may not be used for Production processing.

   iv. **Databases:**
- One (1) Production database for storage. Limited to number of GB set forth in Subscription Schedule.
- One (1) Non-Production database for storage. Limited to number of GB set forth in the Subscription Schedule

   v. **Archive Data**. Limited to number of GB set forth in Subscription Schedule

   vi. **Axway Managed Cloud Stack Management**. Services will be provided up to Customer's entitlements for the option selected (Private SaaS or Managed Services).

   vii. **Rule Engine**.

   viii. **Portal.**

   ix. **Studio.** Limited to use solely for design.

   x. **InterPlay.** Limited to use solely for exception handling and master data management.

   xi. **Datastore.** Limited to use solely for audit and data storage.

   xii. **Storage encryption at rest**.

   xiii. **Transfer CFT.** Limited to use solely to exchange files with FAH using a flat file or CSV.

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. **Environments:**
- **Additional Production Environment(s)**
- **Additional Non-Production Environment(s)**
- **Pre-Production Environment**
- **Disaster Recovery Environment.**

   ii. **Mutualized.** If set forth in the Subscription Schedule, Customer's Environments shall be run on a shared infrastructure with other customers.

   iii. **Sentinel Monitoring**. Limited to use as a monitoring tool solely with Financial Accounting Hub.

   iv. **Manual Entry.** Allows Customer to create manual entry of the data quality service.

   v. **Reconciliation.** Allows Customer to use the solution to reconcile two datasets and exploit the result using the exposure data service.

   vi. **Self Service Analytics.** Limited to use solely for creating dashboards from data sources connected to Financial Accounting Hub.

   vii. **Foundation Connector.** Allows Customer to use FAH functions to connect with external applications. Limited to the following protocols: JSON, XML, SOAP and Kafka.

   viii. **Application Connectors .** Allows Customer to extend with additional connector to interact with third-party applications. The option must be taken for each application the Customer needs to connect to FAH.

   ix. **Model.** Customer is entitled the right to use Financial Accounting Hub Model capabilities up to the total number of Model Users as specified in the Subscription Schedule.

   x. **Hubledger.**

   xi. **Matching.**

   xii. **Additional TB of Production Database.**

xiii. **Additional TB of Non-Production Database.**

xiv. **Additional TB of Archive Data.**

xv. **Private SaaS Extended Service.** Entitles Customer to the following services:

- **Governance.** Participation of Axway delivery manager in customer meetings for up to one (1) hour every two (2) weeks or twenty-four (24) hours annually.
- **Monitoring**. 24/7 automated monitoring and alerting of Axway Managed Cloud to monitor issues affecting the operation.
- **Inquiry Analysis.** Up to two (2) hours per month dedicated to analyzing technical requests from Customer solution administrators.
- **Partner Management.** Up to two (2) hours a month dedicated to direct interactions with external third-party partners of Customer.
- **Incident Management.** Axway will perform incident analysis of any failed processes caused solely by Axway's infrastructure and application. For clarification, re-sending of data shall still be the responsibility of Customer.
- **Deployment.**
  a. Deploy Axway technical package including infrastructure, application, and custom code or integration patterns where required in accordance with Axway's security requirements.
  b. If deployment action is not supported by Financial Accounting Hub application, Axway will deploy configuration artifacts directly into file system of Axway Managed Cloud Environment for up to two (2) technical deployments (i.e. exit, custom code) per month on Production Environments (four (4) on other Environments), and for up to two (2) configurations packages prepared by Customer or Axway (four (4) on other Environments)
- **Reporting.** Axway will make available on the Axway platform monthly reports including, but not limited to Usage Metrics, Excess Use Fees and capacity. Reports may be provided via email upon request.
- **Customer Testing Support.** Up to four (4) hours per month of assistance during technical testing (i.e. connectivity, performance)

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. **Records.** ((Monthly Subscription Services fees for Customer's subscription divided by the entitled number of Records per Month) multiplied by the amount Records per Month in Excess Use) multiplied by 1.15.
   b. **FAH Users per Month.**
      i. €150.00 EUR per FAH User per Month over the entitled amount.
   c. **Model Users**
      i. €300.00 EUR per month per Model User over the entitled amount.