

Product Description

Professional Services Subscription: The terms and conditions set forth below shall apply to the Professional Services Subscription provided pursuant to this Order Form:

1. DEFINITIONS.

- a. **"Business Hours"** means Monday to Friday (excluding bank holidays) 9am to 6pm local time where the Axway consultants performing the Services are located.
- b. **"Deliverables"** means the tangible output created from the Services.
- c. **"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.
- d. **"Reasonable Expenses"** means expenses incurred by Axway consultants performing Services at Customer's facilities for the following: (i) airfare, (ii) other required transportation fares (trains, buses, etc), (iii) rental vehicle (an intermediate sized vehicle), (iv) lodging at standard business class hotel (e.g. Marriott, Hilton, Radisson), (v) and meals and incidental expenses.
- e. **"Professional Services"** mean implementation services, consulting services, or other professional services provided by Axway to Customer.
- f. **"Professional Services Hours per Subscription Year"** means the total number of hours of Professional Services to which Customer is entitled per each year of the subscription term.

2. INCLUDED ENTITLEMENT AND RESTRICTIONS.

Unless otherwise specified in this Order Form, Customer Professional Services Subscription shall entitle Customer to the following:

- a. **Professional Services Hours per Subscription Year.** Customer is entitled to the number of Professional Services Hours per Subscription Year as set forth above.

3. TERMS AND CONDITIONS

- a) **Estimated Duration.** Any timeframe stated for performance of the Professional Services is solely a good faith estimate of the time required to perform the Professional Services and does not represent a commitment of Axway to perform the Professional Services in a specified time period.
- b) **Scheduling of Services.** The schedule for performance of the Professional 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 Professional Services hours.
- c) **Location of Services.** All Professional Services will be provided remotely by Axway.
- d) **Onsite Services.**
 - i. If onsite Professional Services are agreed to by the parties, Customer agrees to provide a safe environment for Axway consultants, including reasonably necessary health and safety measures for any pandemic (i.e. COVID-19) no less favorable than those measures taken to protect Customer's own personnel.
 - ii. If onsite Professional Services are being performed, Customer agrees to reimburse Axway for the Reasonable Expenses of Axway personnel who perform work on-site at Customer facilities. If the Services require an Axway consultant to work at the Customer site for any continuous period longer than one week, the Axway consultant will have the option of returning home each weekend.
 - iii. Onsite Professional Services will be incurred a minimum of eight (8) hours per day per consultant
- e) **Ownership.** Notwithstanding anything to the contrary, Axway shall own all IP developed pursuant to any Professional 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

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and modify any deliverables for its internal use only, subject to any terms applicable to the deliverables as set forth in the applicable agreement governing Customer's use of Axway software.

f) Miscellaneous

- i. All Professional Services Hours per Subscription Year must be consumed within the subscription year and shall not carryover to the following subscription year.
- ii. Customer shall not be entitled to any refund or credit for any unused Professional Services Hours per Subscription Year.
- iii. Professional Services Hours per year can be used for relevant product training where each Professional Services Hour equates to 1 hour of virtual instructor led classroom training attendance for 1 attendee.
- iv. Axway's performance of the Professional Services is conditioned upon Customer providing reasonable cooperation and timely access (including access to premises or remote access, as applicable) to Customer systems (including but not limited to equipment, hardware, software, tools) and personnel needed to perform the Services hereunder.
- v. Unless otherwise agreed in writing by the parties:
 1. Professional services may be requested in a minimum of two (2) hour blocks.
 2. Professional Services performed on non-Business Hours will be recorded as follows, provided Customer must expressly authorize the performance of Services on non-Business Hours
 - a. Monday – Friday (excluding holidays) prior to 9 am or after 6 pm (at the location of the Axway consultants) will be counted as 1.5 hour per each hour of Professional Services performed
 - b. Weekend or holiday hours will be counted as 2 hours per each hour of Professional Services performed.
 3. On-call Professional Services during Business Hours will be consumed require a minimum of four (4) hours
 4. On-call Services during non-Business Hours will require a minimum of eight (8) hours.
- v. All Deliverables are deemed accepted by Customer upon delivery. Customer agrees to sign quarterly time and services reports to confirm the performance of the services. If the quarterly time and Services reports are not signed by Customer within five (5) days of their delivery or Customer has not submitted a written request for adjustment, they will be considered to be correct and accepted by the Customer.