DEFINITIONS AND ENTITLEMENT INFORMATION

Axway Track & Trace: 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: Serial Number

1. *DEFINITIONS.* As used in this Order Form, the following capitalized terms shall have the following meanings:
   - **"Data Input"** means a data object that has been received into the software product and is Transformed
   - **"Environment"** means the combination of one (1) or more systems and software that is directly connected with each to form and provide a specific service.
     - o **"Disaster Recovery (DR) Environment"** means an inactive Environment which starts executing when the Production Environment fails.
     - 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.
     - o **"Pre-Production Environment"** means a specific Non-Production Environment with sizing and architecture equivalent to the 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.
   - **Messages per Month"** means the total number of Messages across all Production Environments during a calendar month.
   - **"Message"** means the following results occurring from the handling of data objects in the software product, except Reprocessed Data Objects and Technical Acknowledgements:
     - o (a) each individual Data Input
     - o (b) each individual Transformed Data Output in excess of one (1) Transformed Data Output resulting from an individual Data Input
     - o (c) each Routed Data Object
     - o (d) each delivery to an internal or external recipient of a Transformed Data Output or Routed Data Object in excess of one (1) internal or external recipient of such Transformed Data Output or Routed Data Object
   - **"Production"** means use to support the actual business processes of Customer.
   - **"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.
   - **"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
   - **"Serial Number"** means any unique identifier assigned to a physical product or other identifiable entity stored in Axway Track & Trace.
   - **"Serial Number per Year"** means the total number of Serial Numbers across all Production Environments during a calendar year.
   - **"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)

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- **"Transformed"** means a data object is modified or altered when passing through the software, including, without limitation, splitting, enveloping, batching.
- **"Transformed Data Output"** means each individual data output resulting from a data object being Transformed.
- **"WebTrader User"** means a human user that interacts with B2Bi's WebTrader user interface, for the purpose of data exchange.

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.

- **Included Entitlements.** Unless otherwise specified in this Subscription Order Form, Customer subscription shall include the following:
    i. **Serial Numbers per Year.** Customer is entitled to use Axway Track & Trace up to the total number of Serial Numbers per Year specified in the Subscription Schedule. For clarification and the avoidance of doubt, the following shall apply in determining the number of Serial Numbers used by Customer:
        - The total number of Serial Numbers per Year is the sum of all unique serial numbers retained in Production Environment(s) during a calendar year.
        - Disaster Recovery Environments may only be used for Production use in the event the Production Environment fails and is inactive. In the event the Disaster Recovery Environment is used for Production, such use will be considered Production use.
    ii. **Protocols/Formats.** Customer's entitlements are limited to the protocols and formats supported by Axway Track & Trace.
    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. **US Compliance Module.**
    v. **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.
    vi. **Data Retention.** Serial Number data is retained in the Axway Track & Trace EPCIS Repository for a minimum for six (6) years.

3. **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. **Axway Cloud B2B Integration Multi-Tenant (Limited).** The Customer is entitled to use the functionality of B2Bi Integration provided in a multi-tenant public cloud Environment. Use of B2Bi Integration is limited to solely for the purposes of processing Messages in Axway Trace & Trace and is limited to 1000 Messages per Month. Notwithstanding anything to the contrary, the multi-tenant Environment is the only Environment provided for B2Bi, additional Environments purchased for Track & Trace do not apply to B2Bi, and the Hosting Region is not applicable to the multi-tenant Environment. Additionally: (a) VPN connection is only available option for B2Bi Integration Multi-Tenant; (b) data retention for runtime data (including payloads) is limited to 14 days, (c) Data retention for monitoring (only metadata, no payloads is limited to one (1) month; (d) Partner IP Address Whitelisting and Penetration Testing Services do not apply to B2Bi Integration Multi-tenant.

    ii. **Axway Cloud B2Bi Single-Tenant (Limited).** The Customer is entitled to use the functionality of B2Bi Integration provided in a single-tenant Environment. Use of B2Bi Integration is limited solely to purposes of processing of Messages in Axway Track & Trace. Includes Secure Relay when purchased.

    iii. **Disaster Recovery in Another HSP Region.** Axway will establish a separate Disaster Recovery Environment in the specified region.

    iv. **Pre-Production Environment.** Axway will establish a separate Pre-Production Environment in the specified region. IQ Validation is included for each purchased Pre-Production Environment.

    v. **Additional Non-Production Environment.**

    vi. **Additional IQ Validation.** Customer can purchase additional IQ Validation for each Non-Production Environment.

    vii. **EU Compliance Module.**

    viii. **SA Compliance Module.**

    ix. **UAE Compliance Module.**

    x. **Partner IP Address Whitelisting.** Partner IP addresses provided by Customer will be configured specifically into the Customer Environment to allow incoming data connections originating only from those addresses.

    xi. **DSCSA Routing Service.** The customer is entitled to the use of Axway's DSCSA routing service for the purpose of exchanging DSCSA messages through a common AS2 connection managed by Axway.

    xii. **WebTrader.** Customer is entitled to use the WebTrader functionality of up to the number of WebTrader Users specified.

4. **Other Restrictions and Information**
   - Notwithstanding anything to the contrary, included in the Axway Managed Cloud Description:
     - i. For SLA Level Gold, Axway Track & Trace is only distributed across one (1) "Availability Zone" within the Defined HSP Region

5. **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:
   - **Serial Numbers**
     - i. ((Annual Subscription Services fees for Customer's subscription divided by the entitled number of Serial Numbers per Year) multiplied by the amount Serial Numbers per Year in Excess Use) multiplied by 1.15.