DEFINITIONS AND ENTITLEMENT INFORMATION

eSubmissions: The terms set forth below shall apply to this Axway product provided to Customer under the following product category and pricing model:

    Product Category: Customer Managed

    Pricing Model: eSubmissions Message

1. *DEFINITIONS.* As used in this Order Form, the following capitalized terms shall have the following meanings:
   - "**Client License**" means the right to submit eSubmissions Messages to Trading Partners on behalf of Customer's client.
   - "**Community License**" means a B2Bi community (local party).
   - "**Cluster**" means one (1) or more Instance(s) of a product behaving as a single system running on one (1) or more physical or virtual machine(s).
   - "**eSubmissions Message**" means each delivery of a data object to an external recipient excluding Reprocessed Data Objects and Technical Acknowledgements
   - **eSubmissions Messages per Month**" means the total number of eSubmissions Messages across all Production Environments during a calendar month.
   - "**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**" means an inactive Environment which starts executing when the Production Environment fails.
       - "**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.
       - "**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.
       - "**Production**" means use to support the actual business processes of Customer.
   - "**Instance**" means software running in one (1) computer system as a single occurrence in RAM (Random Access Memory).
   - "**Trading Partners**" means a software or system that is located inside or outside of the Customer Environment, that interacts with eSubmissions for the purpose of exchanging data. That software or system is either sender/origin or recipient/destination on either end of a data exchange. The interaction is performed via one (1) or more communication protocols, a shared folder, a connector on one (1) or more networks and one (1) or more adapters with the Product.
   - "**Reprocessed Data Object**" a data object that is re-processed or re-sent after an error status occurs.
   - "**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).

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. **eSubmissions Messages per Month.** Customer is entitled the right to use eSubmissions up to the total number of eSubmissions Messages per Month specified in the Subscription Schedule.
       ii. **Environments.** Unless otherwise specified herein, the following Environments are included in Customer's subscription:

       a. Unlimited Production Environments.

       b. Unlimited Non-Production Environments. Non-Production Environments may not be used for Production use.

       c. Unlimited Disaster Recovery (DR) Environments. Disaster Recovery Environments may only be used for Production use in the event the Production Environment in inactive. 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.

   iii. B2Bi (Limited). The Customer is entitled to use the functionalities of the B2Bi solely for the processing of eSubmissions Messages. Includes DMZ Nodes (SecureRelay).

   iv. FIPS. Customer is entitled to use the FIPS-mode security capabilities of the software product B2Bi.

   v. Protocols/Formats. Customer's entitlements are limited to the protocols and formats supported by B2Bi.

   vi. Unlimited Community Licenses.

   vii. Unlimited Trading Partners.

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. Clustering – Active/Active. Customer is entitled to run any number of multi-Node B2Bi Active/Active Clusters. Each B2Bi Active/Active Cluster is technically supported up to the number of Nodes indicated in the documentation of the actual product version (currently up to four (4) active Nodes.)

   ii. Clustering – Multi-Cluster. Customer is entitled to combine multiple independent Instances of B2Bi to one (1) centrally configured Multi-Cluster Environment. The number of Instances being combined into one (1) Multi-Cluster Environment is unlimited. The individual Instances can be single Node deployment of B2Bi. If Customer is entitled to Active/Active Clustering, the Multi-Cluster Environment can also contain B2Bi Active/Active Clusters.

   iii. Client License(s). Customer is entitled to the specified quantity of Client Licenses as set forth in the Subscription Schedule above. Notwithstanding anything to the contrary in the Subscription Agreement or this Subscription Order Form, the parties acknowledge and agree that Customer may use eSubmissions to process eSubmissions Messages with Trading Partners on behalf of up to the specified quantity of Client Licenses. For clarity, the foregoing limitation means the total independent Client Licenses, and not the specified quantity of Client Licenses concurrently. Upon written request, Customer will provide a list of all such independent third parties on whose behalf Customer has used Axway's solution to process electronic regulatory information to regulatory agencies. Axway in its discretion may decline to issue consent for issuing Customer License(s).

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. **eSubmissions Messages**

      i. ((Monthly Subscription Services fees for Customer's subscription divided by the entitled number of eSubmissions Messages per Month) multiplied by the amount eSubmissions Messages per month in Excess Use) multiplied by 1.15