

## Product Description

**Fusion Starter Pack:** The terms set forth below shall apply to the Axway Professional Services provided to Customer under the following Product Category pursuant to this Order Form, provided however that if there is a separately executed statement of work between the parties with respect to the services hereunder, the terms of such statement of work shall apply in the event of a conflict.

**Product Category:** Professional Services

**1. DEFINITIONS.** As used herein the following terms shall have the following meaning:

- a. **"Business Hours"** means Monday to Friday (excluding bank holidays) 9am to 5pm local time where the Axway consultants performing the Services are located.
- b. **"Deliverables"** means the tangible output created from the Professional 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 (intermediate sized vehicle), (iv) lodging at standard business class hotel, and (v) meals and incidental expenses.
- e. **"Professional Services" or "Services" mean** implementation services, consulting services, training, or other professional services provided by Axway to Customer, and specifically excludes Managed Services and Support Services.

**2. INCLUDED ENTITLEMENT.** Subject to the terms herein, Customer is entitled to Professional Services as follows:

- a. **Professional Services included.** Unless otherwise specified in this Order Form, Customer is entitled to the following Professional Services:
  - i. Two (2) Amplify Fusion knowledge transfer workshops for each of the following topics: Amplify Fusion Introduction, Operations & Monitoring.
  - ii. One (1) attendee to Amplify Fusion Developer public instructor-led training class
  - iii. For deployment in Axway's cloud environment: creation of up to one (1) control plane and up to three (3) data planes (i.e., Design/ Development, Check/ Test, and Live/ Production) in Axway's Amplify Fusion SaaS environment.
  - iv. For deployments having on-premise or customer managed environments: (a) installation of up to one (1) control plane, and (b) installation of up to three (3) data planes (i.e., Design/ Development, Check/ Test, and Live/ Production) in environments provisioned by the customer
  - v. Three (3) Amplify Fusion solution design workshops: one (1) deployment architecture workshop, one (1) use case flow design workshop, and one (1) use case flow restitution/ adjustment workshop
  - vi. Configuration of: (a) Single Sign On (SSO) for use access with customer's identify provider, (b) teams and roles for the first user, and (c) either one (1) Amplify Fusion integration, implementation service, API proxification (i.e., OAuth2, mTLS, Token, etc.), or Rest API use case.
  - vii. Promotion of project configurations one (1) time across the three (3) data plane environments.
  - viii. Support during customer testing for up to three (3) contiguous calendar weeks.
  - ix. Hypercare support for up to three (3) contiguous calendar weeks upon deployment of the use case to production operation.
  - x. Management of Axway consultants during the provision of the Services.
- b. **Exclusions and Restrictions.** The following are specifically excluded from the Professional Services hereunder:
  - i. Customer will document the requisite specifications for the use case(s) to be configured (i.e., interactions with applications, databases, API, file format definition, business rules, technical information regarding applications (URL, port, authentication) for each

## Product Description

connection identified, or mapping rules for transformation with a file format specification and the schema or an example file, etc.) including:

- a) Definition of the specification between customer and partner.
  - b) Validation of the specification on behalf of the customer or partner.
  - c) Performing the functional, integration test on target environment with the partner.
  - d) Performing on behalf of the customer or partner the validation of the use case.
  - e) Identity Provider software configuration or setup.
  - f) Continuous Integration (CI)/ Continuous Design (CD) for Customer's infrastructure and processes.
- ii. Modification of Axway licensed product or subscription services software code.
  - iii. Partner, performance, regression, or penetration testing.
  - iv. Migration of historical data, legacy solutions, or processes to Amplify Fusion, excepting as defined for the use case(s) defined herein.
  - v. For customer managed deployments, customer will perform: (a) Server, network and firewall provisioning and configuration for any customer managed environments, (b) providing Kubernetes compliant environments (i.e., AKS, EKS or OpenShift), and (c) creation of Helms charts and performing upgrades to the customer managed components.

### 3. TERMS AND CONDITIONS.

- a. **Invoicing.** All fees, if any, for the Fusion Starter Package are fixed and included in the fees set forth in the Order Form. All fees hereunder will be invoiced in accordance with the Order Form.
- b. **Expiry.** The Services Fusion Starter Package must be promptly scheduled and facilitated by the Customer as set forth herein to reasonably permit Axway to complete such Services within the earlier of: (a) one-hundred-twenty (120) calendar days of the Order Form Effective Date, or (b) the end of the Initial Subscription Term. For clarity, and notwithstanding anything to the contrary, Axway is under no obligation to provide the Services set forth herein after such one-hundred-twenty (120) day period without a new statement of work or order form signed by both parties.
- c. **Scheduling.** Upon execution of the applicable Order Form, Customer agrees to identify an individual authorized to act as a single point of contract with Axway to schedule the performance of the Services.
- d. **Performance of Services.** All services hereunder will be provided remotely by Axway during Business Hours, unless otherwise agreed by the parties in writing. Customer acknowledges and agrees that Axway's ability to perform the services is conditioned upon (a) all products being deployed in accordance with Axway product documentation and best practices, and (b) Customer providing reasonable cooperation and timely access to Customer systems, applicable equipment, hardware, software, tools, and personnel needed to perform the Professional Services. Any timeframe stated for performance is solely a good faith estimate of the time required to perform and does not represent a commitment of Axway to perform the in a specified time period. All Deliverables shall be deemed accepted by Customer upon delivery. Any additional work required beyond the entitlements herein will require additional funding via a statement of work or an additional order form executed by the parties.
- e. **Ownership.** 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 and modify any Deliverables for its internal use only, subject to any terms applicable to the Deliverables as set forth in Agreement.