

**PSO Catalog Hours:** The terms set forth below shall apply to the Axway service provided to Customer under the following Product Category:

**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 (Arizona standard time in US), 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. **"Offshore"** means Axway's and its affiliates' personnel domiciled outside the country of the Axway legal entity that executed the Order Form
- e. **"Professional Services"** mean implementation services, consulting services, or other professional services provided by Axway to Customer, and specifically excludes Managed Services and Support Services.
- f. **"PSO Catalog Hours"** means on-demand Professional Services hours that may be used by Customer to obtain the performance of PSO Catalog Items from Axway, in accordance with the terms herein.
- g. **"PSO Catalog Item"** means the applicable on-demand Professional Services offerings, as set forth in the PSO Services Catalog, that may be requested to be performed by Axway using PSO Catalog Hours, in accordance with the fixed number of hours,, pre-requisites, assumptions, and limitations for the applicable PSO Catalog Item.
- h. **"PSO Services Catalog"** means, by applicable product, the applicable services catalog attached hereto, or if none attached, as set forth at  
<https://www.axway.com/en/legal/contract-documents>
- i. **"PSO Service Request"** means an email request sent to the assigned Axway project manager to initiate use of PSO Catalog Hours

**2. INCLUDED ENTITLEMENT.** Subject to the terms herein, Customer is entitled to use the number of PSO Catalog Hours as set forth in the Order Form. For clarification and the avoidance of doubt, the following shall apply in determining the number of PSO Catalog Hours used by Customer:

- a. PSO Catalog Hours will be deducted from Customer's purchased PSO Catalog Hours in accordance with the number of PSO Catalog Hours specified in the PSO Service Catalog for the selected PSO Catalog Item. All PSO Catalog Items include any required project management or quality assurance time required for performance of the PSO Catalog Item, but are otherwise solely limited to the scope specified in the PSO Service Catalog Description for the applicable PSO Catalog Item.
- b. Any hours worked by Axway consultants that must be rescheduled, reorganized, or reperformed due to (i) missing customer required personnel; (ii) customer's failure to provide reasonable and timely cooperation or access required systems; and/ or (iii) customer changes its request or a design decision after efforts have begun, then Axway will automatically deduct the hours necessary to rework any activities associated with the topic under the PSO Catalog Item "Ad-Hoc Catalog Item."
- c. PSO Catalog Hours can be used for relevant product training where each Professional Services Hour equates to 1 hour of virtual instructor led classroom training for 1 attendee.
- d. PSO Catalog Items requested performed outside of Business Hours will be deducted at 150% of the applicable PSO Catalog Hours listed for the PSO Catalog Item.
- e. PSO Catalog Items performed by Offshore Axway consultants, will be deducted at 50% of the applicable PSO Catalog Hours listed for the PSO Catalog Item.

- f. PSO Catalog Items performed by Axway Operational Services consultants, will be deducted at 70% of the applicable PSO Catalog Hours listed for the PSO Catalog Item.

### 3. TERMS AND CONDITIONS.

- a. **Invoicing.** All fees for the PSO Catalog Hours will be invoiced in full upon execution of the applicable Order Form.
- b. **Expiry.** All PSO Catalog Hours shall expire at the earlier of: (a) eighteen (18) months from the date of the execution of the applicable Order Form or (b) the end of the then current Initial Subscription Term set forth in the applicable Order Form. For clarification and the avoidance of shall not be carried over to any additional subscription term.
- c. **Scheduling.** Upon execution of the Order Form, Customer agrees to identify an individual authorized to make PSO Service Requests and act as a single point of contract with Axway to coordinate Customer PSO Catalog Item performance ("Customer Project Manager"). Customer Project Managers can initiate use of PSO Catalog Hours by submitting a PSO Services Request to the Axway Project Manager. Multiple PSO Catalog Items may be required to complete a project. Upon receipt by Axway, the schedule to perform the requested PSO Catalog Item(s) including the sequencing and priority of PSO Catalog Items when multiple PSO Services Requests are submitted, will be mutually agreed. If necessary, a project plan will be developed during the required solution alignment hours.
- 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 and 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. The remaining balance of PSO Catalog Hours will be communicated to Customer on a monthly basis. If the number of PSO Catalog Hours needed to complete a PSO Catalog Item is greater than Customer's remaining balance of PSO Catalog Hours, Axway may suspend working on any PSO Catalog Item until additional PSO Catalog Hours are purchased.
- 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.