

Product Description

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

Product Category: SaaS

Pricing Model: Integration Transactions, API Transaction, AI Transactions, Data Volume

1. **DEFINITIONS.** As used in this Order Form, the following capitalized terms shall have the following meanings:

- **AI Processing Step** means the execution of an AI function, including but not limited to, semantic caching, cost management, prompt guarding, content filtering, sanitization, and token usage tracking
- **AI Transaction** means the execution of a single logical process in an Environment that includes one (1) or more AI Processing Steps
- **AI Transactions per Month** means the total number of AI Transactions in an Environment during a calendar month.
- **API Transaction** means the execution of a single logical process in an Environment that may include a Message Object originating in, passing through, or terminating in that Environment. This logical process may contain one (1) or more processing steps, including, but not limited to, access control, traffic management, mediation, transformation, and outbound calls. A single API Transaction can initiate other API Transactions and not be considered part of that same logical process.
- **API Transactions per Month** means the total number of API Transactions in an Environment during a calendar month.
- **Data Volume per Month** means the total accumulated data (as measured in bytes) for all transactions and storage across all Environments combined during a calendar month.
- **Environment** means the combination of one (1) or more Instances that act like a single Instance to perform a single set of operations.
 - **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.
 - **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.
- **Excess Use Measurement Period** means the applicable period for measurement of Excess Use and determination of Excess Use Fees, as set forth in the Order Form.
- **Instance** means software running as a single occurrence loaded in memory.
- **Integration Transaction** means the execution of a single logical process in an Environment including, but not limited to a Message Object originating in, passing through, or terminating in that Environment. This logical process may contain one (1) or more processing steps, including, but not limited to service orchestration, data transformation, connections, sub-flows, outbound applications, and API calls.
- **Integration Transactions per Month** means the total number of Integration Transactions in an Environment during a calendar month.
- **Message Object** means a data object that is created, sent, or received in an Environment through a communication protocol (e.g. HTTP, AMQP, FTP, JMS, or a directory scanning request) and assigned a unique identifier.
- **Multi-Pattern Transactions per Month** means the combined total number of AI Transactions, API Transactions and Integration Transactions in an Environment during a calendar month.
- **Production** means use to support the actual business processes of Customer.
- **Record** means a group of related data held within the same structure or grouping of fields that reference one particular object. For example, if a single file includes rows containing data fields

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for first name, physical address, email address, date of birth, or gender each of those categories (i.e. name or date of birth) shall be considered one "Record".

- **"Tenant"** means a customer or organization that uses an Axway SaaS product.

2. ENTITLEMENT INFORMATION AND RESTRICTIONS.

Customer's entitlements are in all cases limited to the applicable Usage Metrics specified in the Order Form and any restrictions or other limitations specified herein.

a. **Included Entitlements.** Unless otherwise specified in this Order Form, Customer subscription shall include the following:

i. **Integration Transactions/API Transactions/AI Transactions/Multi-pattern Transactions/Data Volume per Month.** Customer is entitled the right to use Amplify Fusion up to the total number of Integration Transactions per Month, API Transactions per Month, AI Transactions per Month, Multi-pattern Transactions per Month, and Data Volume per Month specified in the Order Form. For clarification and the avoidance of doubt, the following shall apply in determining the number of Integration Transactions used by Customer:

- For the processing of file structures containing a single occurrence of a defined record structure, one (1) file equals one (1) Integration Transaction.
- For ETL and batch like applications, where the provided data containers (files) contain multiple records of the same data type ten (10) records will equal to one (1) Integration Transaction.

ii. **Protocols/Formats.** Customer's entitlements are limited to the protocols and formats supported by Axway's Amplify Fusion.

iii. **Environments.** Unless otherwise specified herein, the following Environments are included in Customer's subscription:

- **Amplify Studio – Control Plane (SaaS)**
 - One (1) Tenant definition in Amplify Studio for both Production and Non-Production Amplify Fusion Data Planes.
- **Amplify Fusion – Data Plane (SaaS)**
 - One (1) Tenant definition in Amplify Fusion with One (1) Production Environment and Two (2) Non-Production Environments.
 - Amplify SaaS Environments are limited to the volume specified in the Order Form.
 - Non-Production Environments may not be used for Production processing and use of Non-Production Environments is limited to twenty percent (20%) of the total entitled Integration Transactions, API Transactions, AI Transactions per Month, Multi-Pattern Transactions per Month, and Data Volume per Month as set forth in the Order Form.

3. TERMS AND CONDITIONS

a. **Use of AI Features.** Customer acknowledges and agrees that Amplify Fusion includes optional artificial intelligence and related features and functionality (collectively, "AI") that Customer may opt to use. Notwithstanding anything to the contrary in the Agreement or otherwise, and to the maximum extent permitted by applicable law, if Customer opts to use AI, then Customer explicitly consents to the use of AI, and acknowledges and agrees as follows:

- i. Disclaimer of Warranties; by leveraging the AI capabilities in Amplify

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Fusion, Customer accepts the inherent risks associated with AI, including without limitation that AI-related output/results may be incorrect, incomplete, and/or misleading, and as such Customer and its users are advised to independently verify such output/results; Axway warrants that the Software provides the applicable interface and connectivity required to access supported AI features. However, Axway makes no representation or warranty, express or implied, regarding the accuracy, reliability, or completeness of the output/results.

- ii. Customer is solely responsible for its and its users': use of AI and all output/results related thereto, including ensuring that such use is compliant with all applicable third-party terms and applicable law;
- iii. Use of Fusion is subject to the applicable Product Privacy Notice(s) set forth at:
<https://www.axway.com/en/legal/contract-documents/product-privacy-notice>
- iv. AI WILL BE PROVIDED STRICTLY "AS IS" AND AXWAY MAKES NO WARRANTY THAT AI WILL BE ERROR-FREE, FREE FROM INTERRUPTIONS OR FAILURES, OR WILL SATISFY CUSTOMER'S SPECIFIC REQUIREMENTS, AND AXWAY DISCLAIMS ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS REGARDING AI; and
- v. CUSTOMER WILL BE SOLELY LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, AND OTHER DAMAGES OF ANY TYPE OR KIND, WHETHER IN CONTRACT, TORT, OR OTHERWISE, THAT ARISE FROM OR RELATE IN ANY WAY TO CUSTOMER'S USE OF AI, AND AXWAY HEREBY EXPRESSLY DISCLAIMS ALL LIABILITY ARISING FROM OR RELATING TO THE USAGE OF AI IN AMPLIFY FUSION

4. EXCESS USE FEES. In the event of Excess Use, the below calculation method will be used to calculate Excess Use Fees for each of the following Usage Metrics:

a. Applicable Usage Metrics

- i. Integration Transactions per Month.
- ii. API Transactions per Month.
- iii. AI Transactions per Month
- iv. Multi-Pattern Transactions per Month.
- v. Volume per Month.

b. Calculation Method

- i. ((Total Subscription Services fees during the Excess Use Measurement Period divided by the cumulative entitled number of the Usage Metric during the Excess Use Measurement Period) multiplied by the amount the Usage Metric is in Excess Use during the Excess Use Measurement Period (from the cumulative entitled amount of the Usage Metric during the Excess Use Measurement Period)) multiplied by 1.15.