

DEFINITIONS AND ENTITLEMENT INFORMATION

Controlled Substance Ordering System (CSOS): 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: CSOS Orders

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

- **“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).
- **“CSOS Order”** means the resulting output from the processing of an individual Drug Enforcement Agency (DEA) EDI 850 (including linked EDI 855) in CSOS, excluding reprocessed EDI 850s (or linked EDI 855s).
- **“CSOS Orders per Month”** means the total number of CSOS Orders 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).

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. **CSOS Orders per Month** Customer is entitled the right to use CSOS up to the total number of CSOS Orders per Month specified in the Order Form. **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 is 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.
- ii. **CSOS Signing or CSOS Validation.** Customer is entitled to use either the CSOS Signing or CSOS Validation functionalities of B2Bi.
- iii. **B2Bi (Limited).** The Customer is entitled to use the functionalities of the B2Bi solely for the processing of CSOS Orders. Includes DMZ Nodes (SecureRelay).

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- 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.
 - b. **Optional/Selectable Entitlements.** If purchased by Customer as set forth in the Order Form above, Customer's entitlements shall include the following option(s):
 - i. **CSOS Signing and CSOS Validation.** Customer is entitled to use both the "CSOS Signing" and "CSOS Validation" functionalities of CSOS.
 - ii. **Central Signing.** Customer is entitled to use the Central Signing functionality of CSOS.
 - iii. **CSOS Monitoring.** Limited to: (a) use of up to 50 Named Users, (b) and solely for monitoring CSOS Orders and related CSOS Order messages processed through CSOS using the monitoring capabilities provided by the CSOS Monitoring application. Notwithstanding anything to the contrary, CSOS Monitoring data (does not include payloads) within CSOS Monitoring will be retained for a maximum of 180 days unless otherwise agreed in writing by Axway.
 - iv. **CSOS Transformation.** Entitles Customer to use any Axway supported messaging formats for transformation and message transformation functionality of the B2Bi Integration Engine. Limited to use solely for CSOS Orders and related CSOS Order messages processed through CSOS. If a Transformed CSOS Order or data object results in additional CSOS Orders, each additional Order will result in the counting of additional CSOS Order.
- 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. **CSOS Orders**
 - i. ((Monthly Subscription Services fees for Customer's subscription divided by the entitled number of CSOS Orders per Month) multiplied by the amount CSOS Orders per month in Excess Use) multiplied by 1.15.