Product Description

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

    Product Category: Axway Managed
    Pricing Model: File Transfers

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

   - "**Connection**" means an "active" logical communication pipe configured between Axway software and other software or systems for the transfer of data, where "active" means it has been used by a person or program (including but not limited to use via standard File Transfer protocol, via an API, or as a "transfer site" to initiate a File Transfer) within the past sixty (60) days.
   - "**Environment**" means the combination of one (1) or more Instances that act like a single Instance to perform a single set of operations.
     - "**Disaster Recovery (DR) Environment**" means an inactive Environment which starts executing when the Production Environment fails. 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.
     - "**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.
     - "**Non-Production Development Environment**" means a Non-Production Environment used for development purposes, such as creation of a new flow, enhancement of an existing one.
     - "**Non-Production Test Environment**" means a Non-Production Environment for tests purposes of any changes, enhancements and processing non–production data.
     - "**Pre-Production Environment**" means a specific Non-Production Environment with sizing and architecture equivalent to the Production Environment.
     - "**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.
     - "**Production**" means use to support the actual business process of Customer.
   - "**File Transfer**" means a file received by the solution and transferred to another system. For clarification and the avoidance of doubt, if a file is received by the solution and routed to one (1) destination it is counted as one (1) File Transfer; if the file is received by the solution and routed to two (2) destinations, it is counted as two (2) File Transfers. If a file is received by the solution and not routed to any system or user by the solution itself but consumed or extracted through the storage of the solution directly, it is counted as one (1) File Transfer.
   - "**File Transfers per Month**" means the total number of File Transfers across all Production Environments during a calendar month.
   - "**Incoming Data Volume per Month**" means the total accumulated size of all files (as measured in bytes) received per calendar month across all Production Environments.
   - "**Instance**" means software running as a single occurrence loaded in memory.
   - "**Named User**" means a named employee of Customer authorized to access the applicable Axway software products.

Product Description

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. **File Transfers per Month/Incoming Data Volume per Month**. Customer is entitled the right to use MFT Cloud Services up to the total number of File Transfers per Month and Incoming Data Volume per Month specified in the Subscription Schedule.

      ii. **MFT Gateway.**

      iii. **Connections.**

      iv. **Protocols/Formats**. Customer's entitlements are limited to the protocols and formats supported by MFT Cloud Services.

      v. **Environments.** Customer is entitled the right to use the quantity of Environments as stated in the order form. If no Pre-Production Environment is purchased as part of Customer's subscription, one Non-Production Environments will simulate the HA setup of the Production Environment.

      vi. **Visibility and Monitor.** Limited as follows: (a) for use solely for monitoring of MFT Cloud Services and files processed through MFT Gateway, (b) up to one hundred fifty (150) Named Users, and (c) monitoring information (not including payload data) will be retained for a period of one-hundred and eighty (180) days.

      vii. **Data Retention.** Runtime data of MFT Cloud Services (processing logs and payloads) will be retained for a period of days listed in the Subscription Schedule, and corresponding monitoring information available for Visibility and Monitor (does not include payloads) will be retained for a period of one-hundred and eighty (180) days.

      viii. **Partner IP Address Whitelisting**. Partner IP addresses provided by Customer will be configured specifically into the Customer Environment to allow incoming data connections originating only from those addresses.

      ix. **Axway Managed Cloud Stack Management.** Services will be provided up to Customer's entitlements for the option selected (Private SaaS or Managed Services).

         - Private SaaS. In addition to managing the Run Activities of the platform (consisting of the Hosting Layer and the Application Layer), Customer is entitled to flow monitoring, notification in case of incident and first level Incident triage. Axway will notify the customer in case of incidents, however no trouble shooting or SLA will not apply for incidents caused in any way by Customer.

         - Managed Services.

         - BSR Service Hours per Quarter. Customer is entitled to a fixed number of BSR Service Hours per Quarter as listed in the subscription schedule. If unused, BSR Service Hours do not carry over to the following quarter. A quarter starts with the first day of the subscription term.

   b. **Optional/Selectable Entitlements.** If purchased by Customer or available through respective Service Package bundling as set forth in the table in the Order Form above, Customer's subscription may include the following:

      i. **Standard.** Includes the following options, as further described below

         - Application Log Forwarding Service

- Zero Downtime Updates (ZDU)
ii. **Advanced.** Includes the following options, as further described below
    - Application Log Forwarding Service
    - Zero Downtime Updates (ZDU)
    - Anti-Virus Scanning
iii. **Premium.** Includes the following options, as further described below
    - Application Log Forwarding Service
    - Zero Downtime Updates (ZDU)
    - Anti-Virus Scanning
    - Disaster Recovery in Another HSP Region
iv. **Anti-Virus Scanning Service (Production).** Customer's Production Environments provided by Axway hereunder will be scanned for viruses up to the number of File Transfers per Month specified in the Order Form. For clarification and the avoidance of doubt, Anti-Virus Scanning does not include environments external to the Environments provided by Axway hereunder or the internet between the applicable hosting service provider and the Environments provided hereunder.
v. **Anti-Virus Scanning Service (Non-Production).** Customer's Non-Production Environments (including Pre-Production Environments) provided by Axway hereunder will be scanned for viruses up to the number of File Transfers per Month allowed in all Non-Production Environments as specified in the Order Form.
vi. **Disaster Recovery in Another HSP Region**. Axway will establish a separate Disaster Recovery Environment in the specified region.
vii. **Extended Data Retention for Monitoring**. Data retention (excluding payloads) will be increased to the total number of days retained specified in the Subscription Schedule.
viii. **Repository Encryption (User Data).** MFT Gateway encrypts and decrypts each file dynamically in memory as it receives and sends it.
ix. **Zero Downtime Updates (ZDU).** Entitles Customer to receive application and operating system updates and maintenance with uninterrupted availability for sending, receiving, or executing scheduled File Transfers. Notwithstanding anything to the contrary in the Agreement or Order Form, the following limitations apply to ZDU : (a) ZDU is exclusively applicable to minor version updates of the application and OS layers of the MFT gateway, (b) ZDU does not extend to infrastructure components (including, but not limited to, the external database), additional Axway or third-party software, customizations, or configuration changes, (c) to enable ZDU, a one-time downtime is required to establish the necessary initial version that supports this feature. Customer acknowledges and agrees that reduced performance may occur during any maintenance operation, and (d) the "Regular Maintenance Window" duration as defined in the Axway Managed Cloud Service Description document will be limited to maintenance activities excluded from any ZDU operations.
x. **Anti-Virus Scanning.** Customer's Environments provided by Axway hereunder will be scanned for viruses up to the number of transfers per Month specified in the Subscription Schedule. For clarification and the avoidance of doubt, Anti-Virus Scanning does not include Environments external to the Environments provided by Axway hereunder or the internet between the applicable hosting service provider and the Environments provided hereunder.

   xi. **Application Log Forwarding**. Entitles customer to forwarding of application log events, excluding security logs, to customer's repository.

   xii. **Solution Extension Service**. Customer is entitled to the validation of a fixed number of approved Solution Extensions, as specified in the subscription schedule, following an update to the MFT Gateway. Each Solution Extension Service purchased is entitled to 80 BSR Service Hours per year. The validation does not include bug fixes or modifications of existing Solution Extensions. Any such modifications shall be performed pursuant to a separate statement of work or through the purchase of additional BSR Service Hours.

   xiii. **Workbench**. Customer is entitled to use Axway's Workbench component with the following limitations: (a) monitoring information (not including payload data) will be retained for a period of one-hundred and eighty (180) days, (b) Customer may not modify, extend, or customize the underlying data models or database schema used within Workbench. (c) Workbench does not include functionality to support automated migration, transition, or data import from any existing monitoring or visibility solutions, and (d) Customer acknowledges and agrees that performance degradation may occur during the use of Workbench when use is greater than one million File Transfers per Month.

   xiv. **Migration Support Service (MSS) Adoption Program.** Provided in accordance with the Migration Support Service Adoption Program Addendum available at https://www.axway.com/en/legal/contract-documents/product-descriptions, or attached hereto.

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. **File Transfers**

   i. ((Monthly Subscription Services fees for the offering ÷ The number of File Transfers per month customer is entitled to) * the amount File Transfers per month in Excess Use) multiplied by 1.15.

  b. **Data Volume:**

   i. **Basic Service Package:** $20.00 USD / €17.00 EUR per 10 GB per month over the entitled amount.

   ii. **Standard Service Package:** $30.00 USD / €26.00 EUR per 10 GB per month over the entitled amount.

   iii. **Advanced Service Package:** $35.00 USD / €30.00 EUR per 10 GB per month over the entitled amount.

   iv. **Premium Service Package:** $40.00 USD / €35.00 EUR per 10 GB per month over the entitled amount.