



LICENSE, SUPPORT, AND SERVICES AGREEMENT General Conditions

This License Support and Services Agreement is an agreement between the entity receiving the accompanying product(s), documentation or services (“**Customer**”) and Axway Inc. (or, based on where Customer acquired the licenses, one of its affiliates) (“**Axway**”) and. This Agreement, including any and all Order Forms and SOWs (as defined below) (collectively, this “**Agreement**”), governs the products(s), documentation and services that accompany this Agreement.

ARTICLE 1 – DEFINITIONS AND INTERPRETATION

1.1. In this Agreement and any Schedules, Order Forms or Statements of Work (“**SOWs**”), the following terms are defined as follows, and additional definitions applicable to the Order Forms are included in Attachment A:

“**Additional Services**” means the Services described in Article 7 as contained in any Order Forms or SOWs;

“**Agreement**” means these General Conditions and the Software/Services Order Form (or Specific Conditions) and Schedules (together, the “**Order Form**”);

“**Business Partner**” or “**Trading Partner**” means any external computer interoperating with a Licensed Component through one or more protocols, one or more networks, or one or more adapters;

“**Defect**” means a reproducible error or defect in the Product that prevents it from operating materially in accordance with its Documentation;

“**Delivery**” means delivery of license keys which unlock the Licensed Component, enabling electronic delivery of the Licensed Component for download, or shipment of a CD ROM which contains the Licensed Component, or shipment of the Hardware Product;

“**Documentation**” means the documents delivered with the Product which contains Axway’s published specifications and user guide of the Product;

“**Effective Date**” for an Order Form means the date when Customer executes an Order Form unless specified otherwise in an Order Form;

“**Hardware Product**” means any hardware appliance or other item of equipment that is delivered to Customer; “**Licensed Component**” means the computer program described in the Order Form, as well as:

(i) the Documentation, in either machine-readable or printed form; and

(ii) all entire or partial authorized copies of such items made by Customer; and

(iii) any software release provided by Axway to Customer (provided that Customer is still a subscriber to Support Services);

“**Operating Environment**” means any operating system based environment hosting the running of a Licensed Component, defined by its resources: Computer, its number of CPUs, its number of Cores per CPUs, its number of Partitions, the type of its Partitions and the number of CPUs per Partitions;

“**Parties**” means Axway and the party identified as Customer in the Order Form; “**Product**” means Hardware Product(s) and Licensed Component(s);

“**Site**” means the physical location of the Operating Environment, such address as is provided in the Order Form; “**Support Services**” means annual Product support provided under Axway’s policies for the level of Support Services ordered in the Order Form;

“**Third Party Software**” means any third party program or software included as an integral part of the Product and delivered with the Product; such program or software is solely for use as embedded with the Product;

“**Use**” means the installation, loading, utilization, storage or display of the Product by Customer within the constraints in the Order Form;

1.2. Headings are used in this Agreement for ease of reference only and shall not affect interpretation. References in this Agreement to Articles or Sections are references to the Articles or Sections of the General Conditions unless inconsistent with the context.

1.3. The words "include", "includes", "including" and "included" will be construed without limitation unless inconsistent with the context.

ARTICLE 2 – CONTRACT DOCUMENTS

Reserved.

ARTICLE 3 – TERM

3.1. This Agreement shall remain in effect unless terminated in accordance with Article 17. The right of Use is granted from the Effective Date, or if none stated, upon Delivery by Axway.

3.2. If purchased by Customer, Support Services shall commence on the Effective Date and shall continue for an initial period of one year (“**Initial Support Term**”) except as otherwise set forth in the Order Form. Upon expiration of the Initial Support Term, the Support Services shall be automatically renewed for one-year periods, with payments required prior to the start of the new support term, unless and until terminated in accordance with Article 17.

3.3 The terms of this Section 3.3 apply if Customer is obtaining an evaluation license. Subject to the terms of this Agreement, Axway grants to Customer (i) a non-exclusive, nontransferable license, without right of sublicense, to install and

Use the evaluation version of the Licensed Component, in object code form and/or (ii) the right to Use the Hardware Product for evaluation and trial purposes only. The term of this license begins upon delivery or download and ends 30 days thereafter, or extends for such longer period as Axway shall have agreed to in writing (the "**Evaluation Period**"). When the Evaluation Period expires Customer must stop Using the Licensed Component, and return any Product to Axway. Axway disclaims all warranties during this Evaluation Period and Customer waives all claims against Axway related to this Evaluation Period.

ARTICLE 4 – USE OF THE PRODUCT

4.1. As of the Effective Date of this Agreement, Axway grants to Customer, subject to the terms and conditions of this Agreement, a non-exclusive, non-assignable and non-transferable right to Use the Licensed Component for Customer's own internal business purposes only. Any delay in any payment of the fees related to this Agreement as set forth in Article 8 thirty (30) days beyond the payment date will automatically suspend the right to Use the Licensed Component for Customer, upon written notice by Axway. The Product, including portions and information or materials thereof, may not be used for any purpose that would be a violation of this Agreement. All rights not addressed herein are specifically reserved by Axway. Customer shall not Use the Product to provide services to third parties, including ASP, facilities management, outsourcing, unless expressly provided for in an Order Form.

4.2. If Customer has purchased a license for Products which are used by Customer to distribute to any third party Trading Partner that has a business need to securely transfer files to or from Customer, then the sublicense such Trading Partner has conveys the right to Use the Product for the purpose of transferring files to and from Customer in the furtherance of Customer's internal business purposes only.

4.3. If Customer wishes to permanently transfer the Licensed Component to a new Operating Environment, the Order Form associated with this Agreement will have to be updated accordingly. Once the transfer has been made to the new authorized Operating Environment, Customer shall erase the Licensed Component from the former Operating Environment, within the time frame allowed in the Order Form or, if none stated, then sixty days.

4.4. Customer has the right to make one back-up copy of the Licensed Component for archival purpose only. Any other copies, reproductions and summaries of the Licensed Component or Documentation are prohibited.

ARTICLE 5 – DELIVERY AND WARRANTY

5.1. Axway shall provide Customer with the Licensed Component in object code form and with the Documentation. Full title to the Hardware Product passes to Customer upon Delivery. Products are delivered Free On Board (FOB) shipping point with freight and insurance prepaid.

5.2. The Use of certain Licensed Components will require a key. The key will be generated by Axway based on computer-dependent Customer information. Customer agrees to provide the necessary information as required to generate and activate the key.

5.3. Axway represents and warrants that, for a period of 90 days from Delivery ("**Warranty Period**"), the Product will conform to and perform in accordance with the Documentation. Unless certified by Axway, Axway does not warrant that the Product will operate in combination with other software selected by Customer, or that the Product will operate uninterrupted or free of non-material errors. Axway will use commercially reasonable efforts to modify, repair or replace the Product, at no additional charge, to correct any Defect, provided that Customer reports the Defect to Axway during the Warranty Period. Axway further warrants that the Product as provided by Axway will not contain any malicious code, program, or internal component (e.g., computer worm) and will have been screened using customary procedures in the industry for viruses. THE REMEDIES DESCRIBED IN THIS ARTICLE 5 SHALL BE THE SOLE AND EXCLUSIVE REMEDIES FOR DEFECTS CONTAINED IN AND FOR THE PERFORMANCE OF THE PRODUCT.

5.4. The limited warranties in Section 5.3 are conditioned upon Customer's Use of the Product in accordance with the terms of the Documentation, and shall not apply to the extent that an error occurs because of and would not have occurred but for: (i) modifications made to the Product by a party other than Axway; (ii) Customer's failure to implement enhancements provided by Axway; or (iii) Use of the Product in connection with any operating system, computer equipment or device which does not meet the minimum requirements set forth in the Documentation.

5.5. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS ARTICLE 5, TO THE EXTENT PERMITTED BY APPLICABLE LAW, AXWAY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE AND FITNESS FOR A PARTICULAR USE OR PURPOSE.

ARTICLE 6 – SUPPORT SERVICES

6.1. Upon payment of the applicable fees, Axway will provide technical Support Services, at the level specified on the Order Form or other applicable ordering documentation.

6.2. Axway is under no obligation to provide Support Services (i) if there has been a modification or attempted modification of the Product (other than modifications made by Axway and delivered as part of the Product) or the Product has been improperly installed by Customer or operated or used other than in accordance with this Agreement and the Documentation; or (ii) if Customer has refused, delayed or otherwise failed to implement a release or other modification that Axway has provided or recommended.

ARTICLE 7 – ADDITIONAL SERVICES

7.1. In accordance with its expertise and availability, Axway will, if ordered by Customer, provide services that may include installation, implementation, technical and training assistance services for the Product, or subscription-based or hosting services (each considered individually, "**Additional Services**") to Customer at the rates set forth in the Order Form or, if no rates are set forth, the rates in effect at the time that such Services are provided.

7.2. Except for Retained Works (defined below), all right and title to professional services deliverables shall belong to Customer. Axway will be the owner of any **Retained Works**, which are defined to include: (i) any pre-existing materials, including any of Axway's preexisting software code, proprietary software tools, or training materials incorporated into the deliverables; (ii) any customized modifications to the Licensed Component unless an applicable work order, SOW or other such similar document expressly provides that such modifications are assigned to Customer; and (iii) any third party programs which are integrated with or incorporated into the deliverables. For any Retained Works incorporated into a deliverable, Axway grants Customer a nonexclusive, worldwide, royalty-free license to use such Retained Works to the same extent that Customer is licensed to use any related Licensed Component.

ARTICLE 8 – PAYMENT TERMS AND CONDITIONS

ARTICLE 9 – CUSTOMER RESPONSIBILITIES

9.1. Unless the hosted option is selected, Customer shall be responsible for operating the Product and shall:

- ensure that the hardware, base program, network and operating system configuration are suitable,
- develop the operating measures, control procedures and security measures required for data backup and replacement in the event of interruption in Product operation,

9.2. Customer is also responsible for:

- protecting its own recorded data, and
- the results obtained and any direct or indirect consequences thereof,
- make qualified personnel available to resolve any problems, and
- appoint one of its employees to serve as the primary point of contact with Axway for any technical issues.

9.3. Customer shall take all measures required to protect Axway's intellectual property rights in the Product and Documentation, including in particular retaining any reference to Axway's copyright notice(s) and any other legend on any authorized copy in accordance with Axway's instructions. In the event any third party attempts to attach or seize the Product or challenge Axway's intellectual property rights in any other manner, Customer must immediately notify Axway, contest the attachment and take all steps required to make the intellectual property rights in question known, subject always to Article 10 below.

ARTICLE 10 – INTELLECTUAL PROPERTY

10.1. Only a right to Use the Licensed Component is granted to Customer; any extension of the right granted shall be subject to Axway's prior written consent. The parties acknowledge and agree that Customer has only Use rights with respect to the Licensed Component, but Customer owns the Hardware Product. Axway retains title in and to the Licensed Component, including any portion thereof and information, materials or copy made from it or any part of it and copyright in the Licensed Component.

10.2. If Customer wishes to make the Product interoperable with other programs, other than as envisaged in the Documentation, the parties will work together to create an interoperability plan that does not violate this Article.

10.3. Except as otherwise provided for in this Agreement or permitted under applicable law, Customer will not, directly or through any person or entity, in any form or manner (i) copy, sublicense, lease, assign, distribute, reproduce, incorporate, use or allow access to the Product or modify, prepare derivative works from the Licensed Component except as explicitly permitted under this Agreement or (ii) decrypt, extract, decompile or otherwise reverse engineer the Licensed Component, or otherwise disassemble, derive or attempt to derive the source code of, or any processes, methods, specifications, protocols, algorithms, interfaces, data structures, or other information embodied or used in, the Product. The restrictions of this Article 10 shall survive the termination of the Agreement.

If Customer has purchased licenses for a Trading Partner, Customer shall ensure each Trading Partner is bound to provisions at least as protective of Axway as Articles 4, 10, 12, 14 and 15. Customer shall promptly notify Axway of any unauthorized use, disclosure, reproduction, or distribution of any Product, which comes to Customer's attention, or which Customer reasonably suspects. Customer may Use any Third Party Software products or modules supplied by Axway solely with the Licensed Component.

10.4. If, in the performance of any Additional Services hereunder, Axway is required to use any Customer supplied programs, Customer hereby warrants that it has obtained any necessary authorizations and licenses required to allow Axway to access and use such program as necessary for performance of the Services. Customer shall provide any associated supporting documentation to Axway promptly upon request.

ARTICLE 11 – INDEMNIFICATION

11.1. Axway agrees to settle and indemnify Customer from and against any amounts payable under judgment, court order or settlement brought by any unaffiliated third party against Customer to the extent that such action results from actual or alleged infringement by any Product of any third party copyright, trade secret or patent existing or issued as of the date that Axway initially Delivered the applicable version of such Product to Customer. In connection with any allegation of infringement of any third party rights, Customer shall (and it shall be a condition of reliance upon the indemnity for Customer to):

immediately notify Axway in writing of the allegation; and

cooperate in good faith in the said defense and comply with all of Axway's reasonable requests (at Axway's expense) in defending or settling the claim.

11.2. Should Customer's use of the Product be determined to have infringed any third party rights, or if in Axway's judgment, such use is likely to be infringing, Axway shall endeavor at its option do one of the following, at its own expense:

- procure for Customer the right to continue owning or using the Product, as applicable,

- replace or modify the Product to make its Use non-infringing while yielding substantially equivalent functionality. If and only if the previous options are not, in Axway's reasonable judgment, commercially reasonable, then Axway may terminate this Agreement as it applies to the specific Product and the corresponding rights of Use. Customer agrees to destroy or return the affected Product to Axway on its written request and Axway will then return the Product license fees to Customer as prorated over a five year term commencing on the date of Delivery of the applicable Product by Axway. The obligations of Axway in this Article 11 will not apply to the extent that the infringement or claim thereof is based on (i) Use of the Product other than in accordance with this Agreement, or (ii) modifications or additions to the Product by Customer personnel (other than modifications at Axway's direction) or (iii) use of other than the most recent version of any Product if and from the time Axway informs Customer in writing that infringement or misappropriation may be avoided by use of the most recent version of such Product. THIS ARTICLE 11 SETS FORTH THE FULL SCOPE OF AXWAY'S LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY, TO THE EXTENT PERMITTED BY LAW, FOR ANY ACTUAL OR ALLEGED INFRINGEMENT OF THIRD PARTY RIGHTS IN CONNECTION WITH THE PRODUCT.

ARTICLE 12 – LIABILITY

12.1. Neither Axway nor an applicable end user shall be liable for any indirect, incidental, special, or consequential damages, or any loss of profits, revenue, data, or data use. Further, neither AXWAY nor an applicable end user shall be liable for punitive damages except to the extent this limitation is prohibited by applicable law. Axway's maximum liability for any damages arising out of or related to an applicable end user's order, whether in contract or in tort, shall be limited to the amounts of the order. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.

ARTICLE 13 – ADVERTISING

The Customer must include Axway's name any time it refers to the Product in writing. The Customer hereby authorizes Axway to include its name in a customer list.

ARTICLE 14 – ADMINISTRATIVE REQUIREMENTS

The Customer is responsible for obtaining any required legal authorizations arising out of Customer's particular use of the Products and is responsible for its compliance with applicable data protection legislation.

ARTICLE 15 – CONFIDENTIALITY

15.1. Each Party recognizes that under this Agreement either Party may have access to or otherwise receive trade secrets and confidential or proprietary information of the other, including information concerning products, including but not limited to the names of Customer's clients, financial or contractual arrangements. All such information shall constitute "Confidential Information". The Products, including any Documentations or portions thereof and information, material or copy derived there from, is proprietary and confidential to Axway. Each Party agrees not to use, other than for the purposes for which it was disclosed or divulged the other party's Confidential Information and to limit disclosure of same to those of its employees and independent contractors who have a need to know the same and to use all reasonable endeavors to prevent its disclosure to or access by any third party without the prior written consent of the disclosing party.

15.2. Confidential Information does not include information that: (i) is or becomes a part of the public domain through no act or omission of the receiving Party; (ii) was in the receiving Party's lawful possession prior to the disclosure and had not been obtained by the receiving Party either directly or indirectly from the disclosing Party; (iii) is lawfully disclosed to the receiving Party by a third party without restriction on disclosure; (iv) is independently developed by the receiving Party without reference to the disclosing Party's Confidential Information; or (v) is required to be disclosed by any court of competent jurisdiction or by a governmental or regulatory authority or where there is a legal right, duty or requirement to disclose. In such event, the receiving Party will (and without breaching any legal or regulatory requirement) where reasonably practicable give the disclosing Party prompt notice in writing of the requirement to disclose.

15.3.

ARTICLE 16 – NON-SOLICITATION

Reserved.

ARTICLE 18 – WAIVER

The fact that either Party fails to take action after a breach by the other Party of any of its obligations arising hereunder shall not be construed or operate as a waiver of the obligation in question or of any later breach.

ARTICLE 19 – SEVERABILITY

If any of the provisions of this Agreement, or any part thereof, is judged to be illegal or unenforceable, the remaining provisions will continue in full force and effect for the remainder of this Agreement and shall not be prejudiced, unless the substantive purpose of this Agreement is thereby frustrated, in which case either Party may terminate this Agreement forthwith on written notice.

ARTICLE 20 – ASSIGNMENT

ARTICLE 21 – AUDIT

Axway hereby reserves the right to conduct an on-site audit of Customer to verify compliance with the Licensed Component license granted herein by providing prior written notice to the applicable federal end user and adherence to

any security measures the applicable federal end user deems appropriate. Customer consents to audit compliance software being run on Customer systems. The Customer hereby agrees to cooperate with the audit in good faith, to grant Axway access to all relevant information and to provide copies of relevant information on request. In addition, Customer agrees, upon request by Axway from time to time, to provide Axway with a written report, certified by an officer, stating the physical Site(s) and computer systems with respect to which Customer is using the Licensed Component.

ARTICLE 22 - UNITED STATES GOVERNMENT END USERS

As defined in Federal Acquisition Regulations ("FAR") Section 2.101, Department of Defense Federal Acquisition Regulations ("DFARs") Section 252.227-7014(a)(1) and DFAR Section 252.227-7014(a)(5), the computer programs included in or with the Products and the Documentation are "commercial items," "commercial computer software" and "commercial computer software documentation," as applicable. Consistent with FAR Section 12.212 and DFAR Section 227.7202 and any successor sections, any use, modification, reproduction, release, performance, display or disclosure of such computer programs and Documentation by the United States Government shall be governed solely by the terms of this Agreement.

ARTICLE 23 - EXPORT

Customer shall not export, ship, transmit or re-export the Products or Documentation in violation of any applicable law or regulation.

ARTICLE 24 - THIRD PARTY SOFTWARE

Certain Third Party Software may be provided with the Licensed Component(s) that is subject to the accompanying license(s), if any, of its respective owner(s). To the extent portions of the Software are distributed under and subject to open source licenses obligating Axway to make the source code for such portions publicly available (such as the GNU General Public License ("GPL") or the GNU Library General Public License ("LGPL")), Axway will make such source code portions (including Axway modifications, as appropriate) available upon request for a period of up to three years from the date of distribution. Such request can be made in writing to Axway Inc., 6811 E. Mayo Blvd., Suite 400, Phoenix, Arizona 85054, ATTN: Legal Department. Customer may obtain a copy of the GPL at <http://www.gnu.org/licenses/gpl.html>, and a copy of the LGPL at <http://www.gnu.org/licenses/lgpl.html>.

ARTICLE 25 - NOTICES

All notices, demands, consents, approvals and other communications shall be sufficient if in writing and sent by facsimile transmission (with a hard copy mailed on the same date) or registered or certified mail, return receipt requested, postage prepaid, or overnight courier service to the other party at its address set out in the Order Form or to such other superseding notice address that it has subsequently provided to other Party in writing. Each such notice shall be deemed to have been served: in the case of by hand and special delivery, when actually received; or if posted by recorded delivery shall be deemed to have been accepted on the expiry of forty eight hours after posting and on proving posting it shall be sufficient to produce a copy of the notice properly addressed with the relevant post office receipt for its dispatch by recorded delivery.

ARTICLE 26 - GOVERNING LAW and DISPUTES

26.1. This Agreement will be governed by and interpreted in accordance federal law. Because contracts with the U.S. Government are governed only by federal law, any provisions choosing the law of a particular U.S. state, district, or territory, or the law of a foreign nation, are not applicable.. Federal Agencies are not allowed to use binding arbitration unless the head of the agency has promulgated guidance through administrative rulemaking on the use of binding arbitration. This is provided under 5 USC § 575. Any provisions selecting a particular judicial forum or form of alternative dispute resolution are not applicable, as well as any provisions requiring a specific procedure to be followed in the event of a dispute. Any disputes arising out of the license agreements will be resolved in accordance with the Contract Disputes Act, 41 U.S.C. §§ 601-613. .

ATTACHMENT A ADDITIONAL DEFINITIONS

To the extent used in the Order Forms pursuant to this Agreement, the following definitions have the following meanings:

“**Active (Production) License**” means a license for Use of the Product in a production environment. An **Active/Active** configuration refers to a shared cluster configuration whereby applications and data are simultaneously available to all server Instances in the cluster. Consequently, Active/Active clusters support high availability ;

“**Computer**” means one or a group of physical hardware machines processing data and hosting the running of one or more operating systems as defined in the Order Form;

“**Core**” means the main part of CPU that interprets the instructions and performs the binary calculations. Every CPU has at least one Core, but can be composed of several Cores. If the right of Use is based on Cores and if the Licensed Component is used on a single computer with multiple Cores, the Core license must correspond with the number of respective Cores contained within such Computer;

“**CPU**” (Central Processing Unit) means a functional unit in a computer that interprets and executes instructions. If the right of Use is based on CPUs and if the Licensed Component is used on a single computer with multiple CPUs, the CPU license must correspond with the number of respective CPU’s contained within such Computer;

“**Instance**” means a single occurrence of a Licensed Component. For clarification, if Customer has purchased only one Active Production Instance, Customer may run a single occurrence of the Licensed Component in RAM (Random Access Memory);

“**Named User**” means a physical person susceptible to establish a session with the Licensed Component;

“**Node**” means a running instance of a Axway program, i.e. a JVM (Java Virtual Machine) running an Axway application; “**Partition**” means a reserved part of the resources of an Operating Environment that is set aside for a specific purpose; Such as:

- “**Capped-Partition**” means the Sub-Capacity Partition using a determined maximum subset of the resources of an Operating Environment.
- “**Floating Partition**” means the Sub-Capacity Partition using a dynamically allocated subset of the resources of an Operating Environment. The maximum potential of resources used by a Sub-Capacity Partition equals the overall resources of the Operating Environment;
- “**Full-Capacity Partition**” means a Partition using all the resources of an Operating Environment. There can only be one “Full-Capacity Partition” per Operating Environment. If there is another partition, then both Partitions are “Sub-Capacity Partitions”;
- “**Sub-Capacity Partition**” means a partition using a subset of the resources of an Operating Environment;

“**Passive (Non-Production) License**” refers to a cluster fail over or disaster recovery software architecture. The passive software doesn’t execute unless the licensed production copy of the Licensed Component fails. Where Customer is not able to use its licensed production copy of the Licensed Component in the event of fail over, the Passive license will start executing after a service interruption. A Passive License may also include those for test, development, archiving or quality control/quality assurance;

“**User**” means, unless otherwise stated in the applicable Order: (a) with respect to all Products other than Products that are part of Axway’s Validation Authority or SecureTransport product suites, any person who is assigned login or Use rights or credentials by Customer to access the applicable Product, whether directly, through another application or otherwise; (b) with respect to any Product included in Axway’s SecureTransport product suite, any person or system who is assigned login or Use rights or credentials by Customer to access the applicable Product, whether directly, through another application or otherwise; and (c) with respect to any Product included in Axway’s Validation Authority product suite, any Validation Authority User.

“**Validation Authority User**” means any Human User, Group User or Non-Human User.

- “**Human User**” means, with respect to the applicable Product included in Axway’s Validation Authority product line, any human who has one or more associated digital certificates associated with such human that: (i) uniquely identify such human; and (ii) are contained in a database or other repository that can be queried through Customer’s implementation of such Product.
- “**Group User**” means, with respect to the applicable Product included in Axway’s Validation Authority product line, any group of humans that has one or more associated digital certificates that: (i) uniquely identify such group; and (ii) are contained in a database or other repository that can be queried through Customer’s implementation of such Product.
- “**Non-Human User**” means, with respect to the applicable Product included in Axway’s Validation Authority product line, anything other than a Human User or Group User (such as a device) (“**Non-Human**”) that has one or more associated digital certificates that: (i) uniquely identify such Non-Human; and (ii) are contained in a database or other repository that can be queried through Customer’s implementation of such Product.