Vendor Master Services Agreement

This Vendor Master Services Agreement ("Agreement") is entered into by and between your company as listed in the applicable Order ("Vendor") and Axway SAS, a French corporation registered at PAE LES GLAISINS, Annecy-le-Vieux, 74940 Annecy, France ("Axway"). The parties agree as follows:

1. Orders; Fees. Vendor will provide the services ("Services") set forth in a mutually executed order ("Order"), which will be incorporated into and governed by this Agreement. As part of the Services, Vendor will provide all tangible results, content, and materials resulting from the Services (collectively, "**Deliverables**") as may be specified in an Order. Axway will pay Vendor undisputed fees as set forth in an Order within sixty (60) days of receipt of an accurate, complete invoice. Axway will not be responsible to reimburse Vendor for expenses unless preapproved by Axway in writing. Fees set forth in an Order include any applicable taxes and charges. Axway is not responsible for taxes on Vendor's income. If there is any conflict between this Agreement and an Order, the terms of this Agreement will control unless expressly otherwise set forth in an Order.

2. Vendor Obligations; Restrictions. Vendor will comply with any Axway policies or requirements of Axway customers applicable to the Services, and carry commercially reasonable insurance commensurate for the Services and industry standards. Vendor will not engage third-party contractors to provide Services or provide Axway with any third-party services or materials without Axway 's prior written consent. For any approved third-party contractor, Vendor will (a) remain responsible to Axway for all acts and omissions of the contractor, contractor's compliance with the terms and conditions of this Agreement and the applicable Order, and for the completion of all Services and Deliverables; and (b) have a written agreement with any contractor used in performance of the Services that (i) assigns all of contractor's right, title, and interest in and to the Deliverables in a sufficient manner to ensure Axway 's ownership of the same; and (ii) contains confidentiality terms at least as protective as the terms set forth herein.

3. Intellectual Property; Ownership. Vendor will maintain ownership of any pre-existing intellectual property and know-how created prior to this Agreement (collectively, "**Vendor Materials**"), provided the Vendor Materials do not use, incorporate, or rely upon Axway Confidential Information. All Deliverables are and will remain the sole and exclusive property of Axway immediately upon creation to the fullest extent permitted by law. Vendor hereby assigns, and will cause its pre-approved contractors to assign, to Axway all right, title, and interest in and to all Deliverables and all intellectual property rights therein. Vendor will not incorporate Vendor Materials in Deliverables without Axway 's prior written consent. If Vendor incorporates Vendor Materials in Deliverables, Vendor hereby grants to Axway a perpetual, worldwide, irrevocable, non-exclusive, fully transferable and sublicensable, royalty-free right and license to modify, copy, distribute, display, exploit, and use all such Vendor Materials consistent with Axway 's ownership rights in Deliverables. Axway may provide Vendor with intellectual property, data, content, and materials previously developed by or on behalf of Axway ("**Axway Materials**"). As between the parties, Axway has and will retain all exclusive right, title, and interest in and to Axway Materials and all associated intellectual property rights. Vendor will not use the name "Axway " or any Axway trademark without prior written consent from Axway.

4. Confidentiality. "**Confidential Information**" includes all confidential information made available by Axway to Vendor, regardless of the medium or whether or not marked as "confidential." Confidential Information includes, but is not limited to, this Agreement, Axway Materials, and "**Personal Data**" (as such term or similar term is defined in applicable law). Confidential Information does not include information that: (a) is or becomes generally available to the public other than from Vendor's breach of this Agreement; (b) is obtained on a non-confidential basis from a third-party that was not legally or contractually restricted from disclosing such information; (c) was in Vendor's possession prior to Axway 's disclosure; or (d) was independently developed by Vendor without use or reference to Confidential Information. Confidential Information will (i) be used by Vendor solely as reasonably necessary to provide the Services; (ii) not be disclosed or otherwise revealed, directly or indirectly, to any third party without Axway 's prior written consent; and (iii) be protected using commercially reasonable efforts. If disclosure of Confidential Information is required by law, Vendor must promptly provide Axway with notice and cooperate with Axway to prevent such disclosure. If Axway is unable to prevent such disclosure, Vendor may disclose Confidential Information only as legally required. Vendor acknowledges enforcement of this section through claims for damages would be inadequate, and that if a breach or threatened breach of this section occurs, Axway is entitled to judicial relief (including injunctive relief) without having to post bond, prove damages, or other similar requirements, in addition to any other right and remedy available to Axway at law or in equity. Upon Axway 's request, and upon termination of this Agreement, Vendor must destroy or return, at Axway 's option, all Confidential Information and copies thereof. If Vendor makes Personal Data available to Axway , then Vendor represents and warrants such data has been lawfully collected, processed, and may be legally provided to Axway .

5. Security. Vendor agrees to remediate and be responsible for any damages caused by any virus or other similar harmful code introduced as a result of the acts or omissions of Vendor. Vendor must notify Axway of a Security Breach no later than seventy-two (72) hours after Vendor becomes aware of a Security Breach. "**Security Breach**" means an incident that results in the handling of Axway Confidential Information by an unauthorized person or in breach of this Agreement. Vendor will promptly contain, remedy, and prevent any further Security Breach. Vendor will reimburse Axway for all costs incurred by Axway in responding to and mitigating damages caused by a Security Breach.

6. Term; Termination. This Agreement will remain in force until terminated in accordance with the provisions herein; provided however that this Agreement will remain effective for so long as an Order remains effective. Axway may terminate this Agreement or any Order (in whole or in part) at any time by providing written notice to Vendor, and Axway will have no further obligations after the date of such termination except Axway will pay Vendor for Services performed in accordance with this Agreement prior to such termination. Either party may terminate this Agreement, effective upon written notice, if a party materially breaches this Agreement and the defaulting party does not cure such breach within thirty (30) days of receiving written notice or immediately if such breach is incapable of cure. If Vendor materially breaches this Agreement and fails to cure to Axway 's reasonable satisfaction, then Vendor will promptly refund to Axway all fees paid under the applicable

Axway upon termination of this Agreement for any reason, Vendor will promptly (a) deliver to Axway all Deliverables, whether or not complete; and (b) refund all prepaid fees for Services not provided. The parties' rights and obligations set forth in this Agreement that by their nature should survive termination of this Agreement will survive.

7. Indemnification. Vendor will indemnify and hold harmless Axway and its affiliates' respective employees, personnel, agents, and representatives ("**Indemnified Parties**") from and against any liabilities, settlements, penalties, costs, damages, fees, fines, losses, judgments, and expenses (including reasonable attorneys' fees), and, at Axway 's option, defend Indemnified Parties from and against any third-party claims, allegations, lawsuits, actions, or demands, arising directly or indirectly out of: (a) Vendor's breach of this Agreement; or (b) any claim that the Services or Deliverables infringe or misappropriate any third-party intellectual property, publicity, or proprietary right ("**Infringement Claim**"). If the Services or Deliverables become the subject of an Infringement Claim, Vendor will, at no expense to Axway , promptly (i) replace or modify such Services or Deliverables to be non-infringing, provided that such replacement or modification does not adversely affect the functionality or Axway 's use of the same; (ii) procure for Axway 's benefit the right to use such Services or Deliverables; or (iii) if Vendor's best efforts cannot achieve (i) or (ii), accept the return of such Services and Deliverables and refund to Axway all payments made in connection with the same. Vendor will have control of the defense and negotiations for settlement of actions, provided Vendor must consult with the Indemnified Parties prior to settling any such action, and Vendor cannot bind the Indemnified Parties or materially prejudice the Indemnified Parties without the Indemnified Parties' prior written consent. The Indemnified Parties will have the right to participate in the investigation, defense, and settlement negotiations of any such action with separate counsel chosen, at the Indemnified Parties' expense.

8. Warranties. Vendor represents and warrants that (a) the Services and Deliverables will (i) be performed/provided in a professional manner in accordance with industry standards, applicable laws, and the requirements of this Agreement and the applicable Order; (ii) not infringe or misappropriate any third-party intellectual property, publicity, or proprietary right; and (iii) not contain any virus or other harmful code; and (b) it has and will maintain data privacy and security practices that meet or exceed any requirements from applicable data security and privacy laws, including administrative, technical, organizational, and physical security processes. If subsection (a)(i) is breached, Vendor will promptly reperform/redeliver the affected Services or Deliverables at no cost to Axway . If the affected Services cannot be cured or are not cured within a reasonable time as requested by Axway , Axway may terminate the applicable Order immediately and Vendor will refund all fees and associated expenses paid for such Services.

9. Ethics; Anti-Corruption; Export; Compliance with Laws. Vendor agrees to conduct its business free from any unlawful or fraudulent activity and to acknowledge and apply the principles set forth in Axway 's code of Ethics and anti-corruption available at https://www.Axway .com/ethics-and-anti-corruption. Vendor further agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Axway 's employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If Vendor learns of any violation of the above restriction, Vendor will promptly notify Axway Ethics Office at Axway .ethics.notification@Axway .com. Vendor will, at its own expense, comply with all applicable laws and regulations. Vendor will not export, ship, transmit or re-export in violation of any applicable law or regulation.

10. General. This Agreement is governed by the laws of France without giving effect to principles regarding conflicts of law. Any legal action arising out of this Agreement will be exclusively in the commercial courts in Paris, France, and each party irrevocably submits to such exclusive jurisdiction. This Agreement constitutes the sole and entire agreement between the parties for the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. No terms of use, shrink-wrap, click-wrap, or click-through agreements entered into prior or subsequent to the execution of this Agreement by Axway or its personnel will have any binding effect or supersede this Agreement. No amendment to this Agreement is effective unless signed by each party. No waiver by a party will be effective unless expressly set forth in writing and signed by the party so waiving. No failure to exercise any right, remedy, power, or privilege in this Agreement will be construed as a waiver thereof, nor will any single or partial exercise preclude any other or further exercise thereof. If any provision of this Agreement is found to be invalid, such invalidity will not affect any other provision of this Agreement. All notices must be (a) in writing and addressed to the other party at its address set forth above in the preamble (or to such other address that a party may designate in writing); and (b) delivered by personal delivery, nationally recognized overnight courier, or certified or registered mail (in each case, return receipt requested and postage prepaid). All notices to Axway must also be sent via email to legal@Axway .com. Neither party will assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party, which consent will not be unreasonably withheld, conditioned, or delayed. Vendor is an independent contractor in the performance of Services and will not be considered or permitted to be an agent, employee, or partner of Axway . Time is of the essence with respect to the performance and delivery of the Services and Deliverables. This Agreement may be (i) executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement; and (ii) signed electronically and such electronic signatures are deemed an original for all purposes. The parties represent and warrant that the person signing this Agreement has the authority to do so and that such signature is sufficient to bind the respective party under this Agreement.